



# 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)*

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Monday, August 19, 2024

5:30 PM

Council Chambers

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### ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

### ADOPTION OF AGENDA

### RECOGNITIONS AND PRESENTATIONS

[2024-331](#)

Proclamation - Extraordinary Educators 2024

Mayor Jefferson will present a proclamation recognizing the 2024 Extraordinary Educators and their contribution to Guilford County Schools.

Attachments: [Extraordinary Educators 2024 Proclamation](#)

### CONSENT AGENDA ITEMS

C-1. [2024-323](#)

Consideration of a Contract with Pepsi Bottling Ventures

City Council is requested to consider a contract with Pepsi Bottling Ventures not to exceed \$295,000 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Pepsi Bottling Ventures Contract](#)

C-2. [2024-324](#)

Consideration of a Sole Source Contract with North State Resurfacing

City Council is requested to consider a contract with North State Resurfacing for \$66,480 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [North State Contract](#)

C-3. [2024-328](#)

Consideration of a Contract with Blum Construction

City Council is requested to consider a Construction Manager at Risk (CMAR) Contract for Services with Blum Construction, approve the proposal for Pre-Construction Services in the amount of \$77,400, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Attachments:** [Contract - Blum Construction](#)

- C-4.**     [2024-325](#)     Consideration of an Agreement for Services with the FMRT Group, LLC  
City Council is requested to consider an Agreement for Services with the FMRT Group with an annual cost not to exceed \$100,000 per year and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Attachments:** [FMRT Group Consideration - Service Agreement](#)

- C-5.**     [2024-326](#)     Consideration of a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc.  
City Council is requested to consider a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc. in the amount of \$1,522,524 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Attachments:** [RSH Signal Timing Agreement](#)

- C-6.**     [2024-329](#)     Consideration of a Contract with Envisio Solutions, Inc.  
City Council is requested to consider a Contract for a strategic initiatives application with Envisio Solutions, Inc. in the amount of \$183,208.58 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Attachments:** [Contract - Envisio Solutions Inc.](#)

- C-7.**     [2024-330](#)     Consideration of Approval of Minutes  
City Council is requested to approve the following minutes:  
Finance Committee Minutes - July 11, 2024, at 4:00 p.m.  
Manager's Briefing Minutes - July 15, 2024, at 4:00 p.m.  
Regular Meeting of the High Point City Council Minutes - July 15, 2024, at 5:30 p.m.  
Transparency, Engagement & Communication Committee Minutes - July 17, 2024, at 9:00 a.m.  
Finance Committee Minutes - August 1, 2024, at 4:00 p.m.  
Special Meeting of the High Point City Council Minutes - August 5, at 5:30 p.m.  
Community Development Committee Minutes - August 6, 2024, at 4:00 p.m..

**Attachments:** [Agenda Memo Approval of Minutes - 8-19-24](#)

[Finance Committee Meeting Minutes - July 11, 2024](#)

[City Manager's Briefing Minutes - July 15, 2024](#)

[Regular Meeting Minutes - July 15, 2024](#)

[Transparency, Engagement, and Communication Committee Meeting Minutes -](#)

[Finance Committee Meeting Minutes - August 1, 2024](#)

[Special Meeting Minutes - August 5, 2024](#)

[Regular Meeting Minutes - August 5, 2024](#)

[Community Development Committee Minutes - August 6, 2024](#)

**GENERAL BUSINESS AGENDA**

- G-1.**     [2024-327](#)     Consideration of Funding for Outside Non-Profit Organizations - High Point Regional Health Foundation  
City Council is requested to modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds from High Point Regional Health Foundation to High Point Medical Center. (Recommended by Finance Committee.)  
**Attachments:** [Funding for Outside Non-Profit Organizations - High Point Regional Health Four](#)
- G-2.**     [2024-332](#)     Consideration of Revisions to the Boards and Commissions Liaison Members  
City Council is requested to confirm the appointment of Council Member Cook as Liaison to the Guilford County Continuum of Care Board.  
**Attachments:** [Revisions to the Boards and Commission Liaison Members](#)
- G-3.**     [2024-333](#)     Consideration of Appointments to the Citizens Advisory Council  
City Council is requested to confirm the appointment of Allen Broach to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2026 and the appointment of Marcus Bingham to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2025.  
**Attachments:** [Appointments to the Citizens Advisory Council](#)
- G-4.**     [2024-334](#)     Consideration of an Appointment to the Parks and Recreation Commission  
City Council is requested to confirm the appointment of John Hollis to the Parks and Recreation Commission; term effective immediately and expiring on July 1, 2026.  
**Attachments:** [Parks and Recreation Commission Appointment](#)

**ADJOURNMENT**



# City of High Point

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

## Master

File Number: 2024-331

File ID: 2024-331	Type: Miscellaneous Item	Status: To Be Introduced
Version: 1	Reference:	In Control: City Council
		File Created: 08/09/2024
File Name:		Final Action:
<div><p><b>Title:</b> Proclamation - Extraordinary Educators 2024 Mayor Jefferson will present a proclamation recognizing the 2024 Extraordinary Educators and their contribution to Guilford County Schools.</p></div>		
Notes:		
Sponsors:		Enactment Date:
Attachments: Extraordinary Educators 2024 Proclamation		Enactment Number:
Contact Name:		Hearing Date:
Drafter Name:		Effective Date:

### History of Legislative File

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



**Office of the Mayor  
City of High Point  
North Carolina  
Proclamation...**

**WHEREAS,** the schools of our city are comprised of exceptional educators; and,

**WHEREAS,** they seize the opportunities to uplift their students and remind students of their worth and potential; and

**WHEREAS,** through their commitment to their schools, this group of Extraordinary Educators has earned the respect and trust of their colleagues; and

**WHEREAS,** these educators were formally recognized on August 14, 2024 by their community which includes the High Point Schools Partnership, the Peters Foundation, and other supporters.

<b>Allen Jay Elementary – Iqra Masgood</b>	<b>Triangle Lake Montessori – Suzanne Stringer</b>
<b>Southwest Guilford Elementary – Linda Reich-Nasti</b>	<b>Johnson Street Global Studies – Kiara Lamb</b>
<b>Allen Jay Preparatory Academy – Sherrena Arnold</b>	<b>Welborn Academy of Science and Technology - Sierra Leggett</b>
<b>T. Wingate Andrews High School –Sister Miranda Jones</b>	<b>Kirkman Park Elementary – Phyllis Marshall</b>
<b>Fairview Elementary – Donnesha Green</b>	<b>Montlieu Academy of Technology – Sheree Daniels</b>
<b>Ferndale Middle – Krislyn Spears</b>	<b>Oak Hill Elementary – Megan Brewster</b>
<b>High Point Central High – Robbie Bean</b>	<b>Parkview Village Elementary – Katisha Pickett</b>
<b>Kearns Academy – Regina Smith</b>	<b>Shadybrook Elementary – Carolyn Jordan</b>
<b>Middle College at GTCC HP – Marlon Relles</b>	<b>Southwest Guilford High – Sarah Corriher</b>
<b>Northwood Elementary – Catherine Barnett</b>	<b>Sylvia Mendez Newcomers – Syamala Katragadda</b>
<b>Oak View Elementary – Samantha Davis</b>	<b>Union Hill Elementary – Camekia Jordan</b>
<b>Penn-Griffin School for the Arts – Hannah Morgan</b>	<b>Florence Elementary – Douglas Steffens</b>
<b>Southwest Guilford Middle – Alyson Walsh</b>	

**NOW, THEREFORE,** I, Cyril Jefferson, Mayor of the City of High Point, do hereby recognize these Extraordinary Educators in the City of High Point and call upon the community to join me in personally expressing appreciation to our Extraordinary Educators for a job well done.

**IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 19<sup>th</sup> day of August 2024.**

\_\_\_\_\_  
**Cyril Jefferson, Mayor**



# City of High Point

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## Master

**File Number: 2024-323**

**File ID:** 2024-323

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 08/07/2024

**File Name:**

**Final Action:**

**Title:** Consideration of a Contract with Pepsi Bottling Ventures  
City Council is requested to consider a contract with Pepsi Bottling Ventures not to exceed \$295,000 and authorize the appropriate City Official(s) to execute all necessary documents.  
(Recommended by Finance Committee.)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Pepsi Bottling Ventures Contract

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> City Beverage Contract	
<b>FROM:</b> Lee Tillery, Director – Parks & Recreation	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> March 22, 2024
<b>ATTACHMENTS:</b> Proposal – Pepsi Bottling Ventures Bid Recommendation Form	

**PURPOSE:** City Council consideration of a proposed three-year contract with Pepsi Bottling Ventures with an additional two, one-year renewal options.

**BACKGROUND:** A Request for Proposals was issued in March for these services. Pepsi Bottling Ventures was the sole responder. The City's previous contract for beverages services was also a five-year agreement with Pepsi Bottling Ventures and it recently expired. In that previous contract, we altered the agreement to only purchase drinks for the five locations below and all vending would then become full service from Pepsi. There are 32 vending locations throughout the various City Departments and their sites. The change allowed us to eliminate storage and vending responsibilities while simply collecting a commission from vending sales. The five locations that purchase directly from Pepsi include:

- Washington Terrace Pool
- City Lake Park Concession Stand
- City Lake Park Pool
- Oak Hollow Golf Course Grill Room
- Blair Park Golf Course Grill Room

Additional benefits of the contract with Pepsi include:

- Annual Sponsorship of the Uncle Sam Jam - \$5,000 (\$25,000 Overall Value)
- Up to 60 Donated Cases of Cups – Overall Value - \$19,500
- Up to 30 Donated Cases of Lids – Overall Value - \$4,300
- Up to 100 Cases of Donated Water to be used for a variety of Parks & Recreation Events and Programs -Overall Value - \$5,300
- Vending Machine Commissions – Estimated to be \$72,500 Value over 5-year period

**BUDGET IMPACT:** Estimated expenses over the five-year period for the five Parks & Recreation locations are not to exceed \$295,000. Funds are available in the current year's budget.

**RECOMMENDATION/ACTION REQUESTED:** The Parks & Recreation Department recommends approval of this proposal and that appropriate City officials be authorized to execute the contract with Pepsi Bottling Ventures on the City's behalf.



## **CITY OF HIGH POINT AND PEPSI BOTTLING VENTURES PARTNERSHIP AGREEMENT**

Request for proposals # 31-041824  
City-wide beverage services  
City of high point

Due date: April 18, 2024

**Vendor**

Pepsi Bottling Ventures  
390 Business Park Dr.  
Winston Salem, NC 27107  
Bo Covington – Key Account Manager  
919-819-6181  
NC Sales & Use Tax Reg # 600225595  
Fed ID: 22-3657794

**Business**

City of High Point  
Attn: purchasing division  
Candy Harmon, Purchasing Manager  
816 East Green Street  
High Point, NC 27261  
336-883-3222

# **PROPOSAL OUTLINE**

**Title Page ~ Company Name, Address, Phone and Authorized Rep, Proposal Number**

**Executive Summary**

**Organization and Staffing**

**Statement of Work**

**Equipment**

**References**

**Exhibit A**

**Proposals**

- **5 YEAR RFP PROPOSAL**
- **Alternative Offer 1: 5 YEAR PROPOSAL**
- **Alternative Offer 2: 7 YEAR PROPOSAL**
- **Alternative Offer 3: 10 YEAR PROPOSAL**

**Pepsi Partnership**

# *EXECUTIVE SUMMARY*



# PEPSI BOTTLING VENTURES



Pepsi Bottling Ventures (PBV) is the largest privately-held bottler for Pepsi-Cola products in North America – manufacturing, selling, and distributing some of the world's most recognized consumer brands. PBV is a privately-held company, operating 18 bottling and distribution facilities and serving consumers in North Carolina, South Carolina, Virginia, Maryland and Delaware. Our corporate offices are in Raleigh, North Carolina.

PBV is organized as a joint venture with PepsiCo serving as a partial owner. Under this agreement the two companies work together to develop industry leading practices. We are a committed, experienced and proven performer with strong partnerships with many city-wide agreements and other townships across several states. PBV is proud to submit this proposal to the City of High Point.

PBV is very proactive in engaging with the City of High Point for events that will make lasting memories for your staff and guests. With the associations of PepsiCo's local, national, and international business partnerships, we will demonstrate the strength of our brands and along with innovations that will result in beverage sales growth.





# NORTH CAROLINA IMPACT



PBV's largest presence is in North Carolina where we employ over 2,000 employees with a distribution territory which ranges from Elizabeth City to Charlotte and up to Avery County. Forsyth County represents three of our facilities including one of our two production locations and is our second largest employee base.

To support this statewide sales and distribution network, we operate 14 facilities throughout the state, including two production sites in Garner and Winston-Salem.

Almost all products served at City of High Point will be produced, bottled and distributed from our Winston Salem facility. PBV is proud to distribute Pepsi Products in the state where Pepsi-Cola was born and is excited to share that with the City of High Point.

Our team is focused on a singular goal: to be our customers' best supplier of exciting beverages. With one of the broadest portfolios of soft drinks, juices, waters, fountain syrups, and specialty beverages. PBV has the selection and service to compete in every market we serve.

# *ORGANIZATION AND STAFFING*

## MY COMMITMENT TO THE CITY OF HIGH POINT



**Bo Covington**  
Food Service  
Representative

(919) 819-6181  
Bo.Covington@pbvllc.com

- To offer assistance and help maximize selling opportunities for the City of High Point that will grow their revenue and enhance the overall business partnership
- Assist the City of High Point when needed for the following:
  - Delivery of products/Equipment needs
  - Business opportunities/Community events
  - Resolve concerns/beverage planning
  - Implement brands/innovations
- Data analysis with the City of High Point to ensure Pepsi is providing service excellence
- Provide any additional assistance needed for the duration of the Agreement
- Strive to exceed the City of High Point's expectations as a Beverage Partner

## MY COMMITMENT TO THE CITY OF HIGH POINT



**Ronnie Shupe**

Food Service Manager

(336) 813-2251

Ronnie.Shupe@pbvllc.com

- To supervise and help manage the Food Service Representative (FSR) to build a strong partnership with the City of High Point that will maximize revenue potential and enhance the beverage experience
- Accompany the FSR when needed for the following:
  - Discuss general operations
  - Discover opportunities
  - Issue resolution
  - Share Pepsi innovation
- To maintain constant, regular communication with the City of High Point to ensure Pepsi is providing service excellence
- Responsible for The Execution Elements Of The Agreement
- Exceed the City of High Point's expectations as a total Beverage Category Manager

## CITY OF HIGH POINT PEPSI TEAM

### TERRITORY SALES MANAGER

**Brent Johnson – 8 Years 336-239-4310**

### EQUIPMENT SUPPORT

**David Boyles – 15 Years 336-317-2987**

### BUSINESS REPRESENTATIVE

**Bo Covington – 24 Years 919-819-6181**

### FOOD SERVICE MANAGER

**Ronnie Shupe – 16 Years 336-813-2251**

### CORPORATE SUPPORT

**Byron Brooks– 34 years**  
VP of Food Service  
248-225-9425

**Randy Peak – 34 years**  
Director Food Service  
336-688-7553

**Roy Taylor – 38 years**  
Director of Equipment  
919-819-4240

# *STATEMENT OF WORK*

# STATEMENT OF WORK



If PBV retains the bid, the Food Service Representative will be contacting the City of High Point's main contacts and will set up a time at each location to determine if each vendor, cooler, and/or fountain models, graphics, location, position and amount of equipment needs to be replaced, updated, or convert current equipment. A date parameter will be mutually agreed upon for the work to begin at which time PBV will execute all agreed upon placement of assets. It is our intentions to change some locations over to glass front vendors (GFV) and to update others tha may have become sun faded or damaged. The FSR will then order each piece of equipment with specific instructions that have been agreed upon at each location.

Once the schedule date arrives the Equipment Delivery team will be onsite to delivery the equipment and make sure that every piece is placed accordingly. We will provide professional service through efficient and effective operations as well as maintain all PBV equipment throughout the City of High Point.

The FSM or FSR will provide updates with the point of contacts throughout the process. Once the equipment is in position, PBV will fill vendors to ensure the City of High Point faculty, staff, and guests have immediate access to Pepsi beverages. We will provide any phone numbers that are needed to the City of High Point so that the beverage ordering processes are made clear and precise.

# VENDING EQUIPMENT



- Technology Enhancements & Cashless
- 2 Tier Pricing Structure
- Cash discount of .15 per unit
- Average +26% Volume lift by adding credit card readers

All vendors will have credit card readers

All vendors will have option of .15 cash discount on purchases

Several stack to Glass Front conversions to be planned for increased sales

Coolers provided as needed for concessions and bottles to go locations



# ***PROPOSERS REFERENCES***

# WE STAND BEHIND OUR PARTNERSHIPS AND ENCOURAGE YOU TO CONTACT OUR REFERENCES

SCHOOL/ENROLLMENT	CITY	STATE	CONTACT NAME/TITLE	PHONE #/EMAIL ADDRESS
Greensboro Coliseum Complex	Greensboro	NC	Scott E. Johnson Special Projects Manager	(336)-373-7449 scott.johnson@ci.greensboro.nc.us
WS – Forsyth County Schools	Winston-Salem	NC	John W Mann Jr Director of Procurement Services	(336)-727-2635 jwmann@wsfcs.k12.nc.us
Winston-Salem Dash	Winston-Salem	NC	Kurt Gehsmann Chief Financial Officer	(336)-714-6863 kurt.gehsmann@wsdash.com
Winston-Salem Fairgrounds	Winston-Salem	NC	Robert Mulhearn Winston-Salem Fairgrounds Manager	(336)-734-1599 rmulhearn@cityofws.org
City of Burlington	Burlington	NC	Sonja Cross Purchasing Director	(336)-222-5016 scross@ci.Burlington.nc.us



# ***EXHIBIT A***

# EXHIBIT A



PRODUCT	SIZE	UNITS/ Case	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE	YEAR 4 PRICE	YEAR 5 PRICE
CARBONATED	20 oz. BOTTLES	24	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79
CARBONATED	12 oz. CANS	24	\$10.00	\$10.30	\$10.61	\$10.93	\$11.26
JUICE	10 oz. BOTTLES	24	\$19.45	\$20.03	\$20.63	\$21.25	\$21.89
JUICE	15.2 oz. BOTTLES	12	\$13.25	\$13.65	\$14.06	\$14.48	\$14.91
GATORADE, G2, PROPEL	20 oz. BOTTLES	24	\$23.00	\$23.69	\$24.40	\$25.13	\$25.89
BOTTLED WATER	20 oz. BOTTLES	24	\$15.50	\$15.97	\$16.44	\$16.94	\$17.45
NON CARBONATED	20 oz. BOTTLES	24	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79
NON CARBONATED	12 oz. BOTTLES	24	\$10.00	\$10.30	\$10.61	\$10.93	\$11.26
ENERGY & STARBUCKS ENERGY	16 oz. CANS	12	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11
LIFE WATER	20 oz. BOTTLES	24	\$27.75	\$28.58	\$29.44	\$30.32	\$31.23
FRAPPUCCINO	13.7 oz. CANS	12	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11
FOUNTAIN SYRUP	5 GALLON	GALLON	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
FOUNTAIN SYRUP	2.5 or 3 GALLON	GALLON	\$20.50	\$21.12	\$21.75	\$22.40	\$23.07
CO 2	20 LBS.	EACH	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77
CO 2 TANK DEPOSIT	TANK	EACH	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
CUPS	16 oz.	1000	NO COST	NO COST	NO COST	NO COST	NO COST
CUPS	24 oz.	1000	NO COST	NO COST	NO COST	NO COST	NO COST
CUPS	32 oz.	1000	NO COST	NO COST	NO COST	NO COST	NO COST
LIDS	16 oz./24 oz.	2000	NO COST	NO COST	NO COST	NO COST	NO COST
LIDS	32 oz.	2000	NO COST	NO COST	NO COST	NO COST	NO COST

## PBV BOTTLE & CAN PORTFOLIO



### FUNCTIONAL

#### KICKSTART 16 OZ.

Orange Citrus  
Fruit Punch  
Black Cherry  
Midnight Grape  
Pineapple Orange Mango



#### AMP ENERGY

Original 16oz



#### ROCKSTAR 16 OZ.

Original  
Punch  
Recovery Orange  
Recovery Lemonade  
Recovery Berryade



#### ROCKSTAR FOCUS 16 OZ.

White Peach  
Lemon Lime  
Orange Pineapple



#### CELSIUS 12 OZ.

Sparkling Orange  
Sparkling Grape  
Sparkling Wild Berry  
Sparkling Watermelon  
Sparkling Strawberry Guava  
Sparkling Kiwi Guava  
Sparkling Fuji Apple Pear  
Sparkling Strawberry Lemonade  
Raspberry Acai Green Tea  
Peach Mango Green Tea  
Peach Vibe  
Tropical Vibe  
Arctic Vibe  
Galaxy Vibe  
Fantasy Vibe



#### CELSIUS ESSENTIALS 16 OZ.

Blue Crush  
Cherry Limeade  
Dragonberry  
Orangeside  
Mango Tango



#### MUSCLE MILK 14 OZ.

Chocolate  
Vanilla  
Pro 40 Knockout Chocolate  
Pro 40 Intense Vanilla  
Pro 40 Chocolate Peanut Butter



### GATORADE

#### GATORADE

**THIRST QUENCHER**  
Fruit Punch 20oz / 28oz  
Cool Blue 20oz / 28oz  
Lemon Lime 20oz / 28oz  
Orange 20oz / 28oz  
Fierce Grape 20oz / 28oz  
Glacier Cherry 20oz / 28oz  
Glacier Freeze 20oz / 28oz  
Lime Cucumber 28oz  
Fierce Strawberry 28oz  
Fierce Green Apple 28oz  
Fierce Blue Cherry 28oz  
Frost Blitz 28oz  
Frost Icy Charge 28oz



#### GATORADE ZERO

**THIRST QUENCHER**  
G Zero Fruit Punch 28oz  
G Zero Grape 28oz  
G Zero Orange 28oz  
G Zero Glacier Cherry 20oz / 28oz  
G Zero Glacier Freeze 20oz / 28oz  
G Zero Berry 28oz  
G Zero Lemon Lime 28oz



#### GATORLYTE

**RAPID REHYDRATION**  
20 OZ.  
Strawberry Kiwi  
Orange  
Watermelon  
Cherry Lime  
Cucumber Lime  
Mixed Berry  
Glacier Freeze  
Zero Sugar Lemon Lime  
Zero Sugar Strawberry Kiwi  
Zero Sugar Fruit Punch



#### FAST TWITCH

**ENERGY DRINK 12 OZ.**  
Cool Blue  
Glacier Freeze  
Strawberry Watermelon  
Grape



# BETTER WITH



**PBV FOODSERVICE  
BOTTLES & CANS PROGRAM**

## PBY BOTTLE & CAN PORTFOLIO



### CARBONATED SOFT DRINKS

#### PEPSI 20 OZ.

Pepsi  
Diet Pepsi  
Pepsi Zero Sugar  
Pepsi Wild Cherry  
Pepsi Zero Sugar Wild Cherry



#### MTN DEW 20 OZ.

Mtn Dew  
Diet Mtn Dew  
Mtn Dew Zero Sugar  
Mtn Dew Major Melon  
Mtn Dew Code Red  
Mountain Dew Voltage



#### STARRY 20 OZ.

Starry  
Starry Zero Sugar



#### CRUSH 20 OZ. Limited markets

Crush Orange  
Crush Grape  
Crush Strawberry  
Crush Peach



#### SUNKIST 20 OZ. Limited markets

Sunkist Orange  
Diet Sunkist Orange  
Sunkist Grape  
Sunkist Pineapple  
Sunkist Strawberry



#### DR PEPPER 20 OZ.

Dr Pepper  
Diet Dr Pepper  
Dr Pepper Zero Sugar  
Dr Pepper Cream Soda  
Dr Pepper Cherry  
Dr Pepper Cherry Zero Sugar



#### MUG ROOT BEER 20 OZ.



#### CHEERWINE 20 OZ.

SCHWEPPES GINGER ALE 20 OZ.

#### SOURT 20 OZ.

Item availability varies by location



### NON-CARBONATED AND TEAS

#### NATURE'S TWIST 20 OZ.

Lemonade  
Orangeade  
Sugar Free Lemonade  
Sugar Free Strawberry Lemonade  
Sugar Free Blueberry Lemonade



#### LIPTON 20 OZ.

Green Tea  
Diet Green Tea  
Peach Iced Tea  
Brisk Lemon Iced Tea



#### PURE LEAF 18.5 OZ.

Pure Leaf Extra Sweet Tea  
Pure Leaf Raspberry Tea  
Pure Leaf Sweet Tea  
Pure Leaf Unsweet Tea  
Pure Leaf Lemon Tea  
Pure Leaf Blackberry Tea  
Subtle Sweet Tea  
Pure Leaf Zero Sugar Sweet Tea



### JUICE & MILK



#### DOLE 15.2 OZ.

Orange Juice  
Apple Juice  
Ruby Red Grapefruit



#### OCEAN SPRAY 15.2 OZ.

Cranberry  
Cran-Grape



#### FRUIT SHOOT 10.1 OZ.

Berry Burst  
Strawberry Raspberry  
NAS Apple

#### GOOD 2 GROW

Apple (6 oz & 10 oz)  
Fruit Punch (6 oz & 10 oz)  
Strawberry Kiwi (6 oz & 10 oz)  
Fruit Fusion (6 oz & 10 oz)  
Grape (6 oz & 10 oz)  
Tropical Fruit (6 oz & 10 oz)  
Organic Chocolate Milk 8 oz  
Organic Vanilla Milk 8 oz



### STARBUCKS RTD COFFEE

#### FRAPPUCCINO 13.7 OZ.

Coffee  
Mocha  
Vanilla  
Caramel  
White Chocolate Mocha  
Oat Milk Dark Chocolate Brownie  
Oat Milk Caramel Waffle Cookie

#### NITRO COLD BREW 9.6 OZ.

Unsweetened, Black  
Vanilla Sweet Cream

#### ESPRESSO 6.5 OZ.

Espresso & Cream  
Espresso Salted Caramel Cream

#### DOUBLESHOT ENERGY 15 OZ.

Vanilla  
Caramel

#### TRIPLESHOT ENERGY 11 OZ.

French Vanilla  
Café Mocha  
Dark Caramel

#### COLD BREW 11 OZ.

Vanilla Sweet Cream  
Salted Caramel Cream  
Chocolate Cream

#### CAFE FAVORITES

#### COCONUT MILK DRINKS 14 OZ.

Pink Drink  
Paradise Drink



### MIXERS

#### SOFT DRINKS 7.5 OZ. CANS

Pepsi  
Diet Pepsi  
Pepsi Zero Sugar  
Pepsi Wild Cherry  
Mtn Dew  
Starry  
Starry Zero Sugar  
Dr Pepper  
Crush Orange  
Cheerwine



#### SCHWEPPES 7.5 OZ. CANS

Ginger Ale  
Diet Ginger Ale  
Tonic Water  
Diet Tonic Water  
Club Soda



#### SCHWEPPES 1L

Tonic Water  
Diet Tonic Water  
Club Soda



### HYDRATION

#### AQUAFINA

Aquafina 20oz  
Aquafina 1 Liter

#### LIFEWTR

Lifewtr 20oz  
Lifewtr 750mL  
Lifewtr 11liter

#### BUBLY 12 OZ. & 16 OZ. CANS

Lime  
Blackberry

#### BUBLY BURST 16.9 OZ.

Triple Berry  
Peach Mango  
Watermelon Lime  
Pineapple Tangerine  
Cherry Lemonade  
Tropical Punch

#### PROPEL 20 OZ.

Strawberry Lemonade  
Kiwi Strawberry  
Grape  
Watermelon  
Berry  
Black Cherry

#### PROPEL FITNESS WATER 1L

Kiwi Strawberry  
Berry  
Grape

#### GATORADE WATER 1L

Twist-off or Sport Cap

#### VITA COCO

Coconut Water 500mL, 16.9oz PET, 1L Tetra  
Pressed Coconut Water 500mL, 16.9oz PET, 1L Tetra  
Pineapple Coconut Water 500mL, 16.9oz PET, 1L Tetra  
Peach & Mango Coconut Water 500mL, 16.9oz PET, 1L Tetra  
Farmers Organic Coconut Water 500mL & 1L Tetra  
Coconut Juice Drink with Pulp 16.9 oz Can  
Coconut Juice Drink with Mango 16.9 oz Can



### NAKED JUICE

#### NAKED JUICE 15 OZ.

Green Machine  
Mighty Mango  
Blue Machine  
Strawberry Banana



## PBV FOUNTAIN PORTFOLIO



### THE CAROLINAS' #1 FOUNTAIN LINE-UP.

						OPTIONAL	OPTIONAL



### BAR GUN MIXERS

PBV's Bar Gun program offers convenience, ease of operation, less waste, and a competitive cost per ounce.


ORANGE JUICE CRANBERRY PINEAPPLE

# BETTER WITH




### PBV FOODSERVICE FOUNTAIN PROGRAM

JANUARY, 2024

## ***PROPOSAL OPTION***

### ***5 YEAR PROPOSAL OPTION***



## ***FULL SERVICE VENDING COMMISSIONS TABLE***

Commission Standard								
	20oz CSD	NC 20oz	Aquafina 20oz	Gatorade 20oz	DoubleShot	16oz Celsius	16oz RockStar	KickStart
Case Count	24	24	24	24	12	12	24	12
Vend Price	\$1.75	\$1.75	\$1.75	\$2.00	\$3.50	\$3.25	\$3.00	\$2.00
Commission	\$4.06	\$4.06	\$4.06	\$4.64	\$4.06	\$3.77	\$6.96	\$2.32
Comm Percentage	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%

\*Commissions paid on cash vend rate gross revenue

\*PBV is responsible for paying all state taxes

\*PBV does not charge delivery fees for Full-Service Vending

\*Vend prices on table are cash discounted prices

\*There will be a \$.25 increase on vendors during the summers of 2025 and 2027. If any other increases are needed, this will be discussed with the City of High Point before any action is taken.

## **5 YEAR PROPOSAL**

<b>Funding Sponsorships</b>	<b>Year 1 Amount Payments &amp; Values</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>5 Year Amount Payments &amp; Totals</b>
Annual Sponsorship	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00
Up to 60 donated cases of (1,000) cups @ \$65.00 per case (current pricing)	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$19,500.00
Up to 30 donated cases of (1,000) lids @ \$43.00 per case (current pricing)	\$860.00	\$860.00	\$860.00	\$860.00	\$860.00	\$4,300.00
Up to 100 cases of donated cans/.5 L Bottles @ annual pricing rate years 1-5	\$1,000.00	\$1,030.00	\$1,060.00	\$1,090.00	\$1,120.00	\$5,300.00
Plus commissions, 2,400 case assumptions	\$10,094.00	\$11,534.00	\$11,534.00	\$12,974.00	\$12,974.00	\$59,110.00
<b>Funding Sponsorship Totals</b>	<b>\$20,854.00</b>	<b>\$22,324.00</b>	<b>\$22,354.00</b>	<b>\$23,824.00</b>	<b>\$23,854.00</b>	<b>\$113,210.00</b>

\*The annual funding that is provided to the customer will be used at their discretion and for the purpose of the ice machine maintenance

\*Annual sponsorship payments are earned over the term for which they are paid

\*Free cases are not for re-sale

\*Vend prices on table are cash discounted prices.

**BID RECOMMENDATION**

DEPARTMENT: **Parks and Recreation**

COUNCIL AGENDA DATE: **August 19, 2024**

BID NO.: **31-041824** CONTRACT NO.:  DATE OPEN: **April 18, 2024**

DESCRIPTION:

**A City-Wide Beverage Vending Services Contract for 3-years with two one-year renewal options.**

PURPOSE:

**To provide beverage vending services in various Parks & Recreation locations and vending machines throughout the City.**

COMMENTS:

**Not to exceed amount for purchases for five Park & Recreation facilities over a five year period**

RECOMMEND AWARD TO: **Pepsi Bottling Ventures** AMOUNT: **\$295,000**

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101431	529181	101001050250	52030	
101431	529181	101001050010	52030	
101431	529181	101001050020	52030	
101431	529181	101001050150; 101004450020	52030	
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Lee Tillery** Digitally signed by Lee Tillery Date: 2024.07.31 17:02:54 -04'00' DATE: **7/31/2024**

The Purchasing Division concurs with recommendation submitted by the **Parks and Rec** and recommends award to the lowest responsible, responsive bidder **Pepsi Bottling Ventures** in the amount of **\$295,00.00**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.07.31 17:13:34 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.08.06 09:22:26 -04'00' DATE: **8/6/24**

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: 2024-324**

**File ID:** 2024-324

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 08/07/2024

**File Name:**

**Final Action:**

**Title:** Consideration of a Sole Source Contract with North State Resurfacing  
City Council is requested to consider a contract with North State Resurfacing for \$66,480 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** North State Contract

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> Consideration of a Sole Source Contract with North State Resurfacing	
<b>FROM:</b> Lee Tillery, Director – Parks & Recreation	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> N/A
<b>ATTACHMENTS:</b> Proposal – North State Resurfacing North State Sole Source Letter	

**PURPOSE:** Sole Source Contract with North State Resurfacing for outdoor court repair at Allen Jay Recreation Center. Work includes the resurfacing of the basketball court, as well as the resurfacing of the existing tennis court area with a conversion to four pickle ball courts.

**BACKGROUND:** The need for resurfacing or replacement of outdoor courts in our Parks & Recreation infrastructure is prevalent due to the age of many of these amenities. We have addressed these similar types of deferred maintenance issues in several parks over the last several years. We are now at a point where we need to resurface the outdoor courts at Allen Jay Recreation Center. This includes the basketball court and existing tennis court area. Our plan is to convert the tennis surface area to four pickle ball courts during this renovation.

A prevalent maintenance issue we see with our aging outdoor court is unstable underlying surface and materials that leads to surface expansion and cracking. The proprietary method that North State employs is a method that addresses existing cracks by applying acrylic binders that create mechanical reinforcement to prevent future cracks from forming. This method is called the Polypave Court Shield System and we have utilized this same system in four different locations here over the last five years. Those locations include Washington Terrace, Cedrow and Goldston Park basketball courts, along with the Pickleball courts at Armstrong Park. The results have been great and this type of system is working well in all these locations.

**BUDGET IMPACT:** Project cost is \$66,480 and funds are budgeted in the Parks & Recreation Capital Improvement Plan.

**RECOMMENDATION/ACTION REQUESTED:** The Parks & Recreation Department recommends approval of this item and that appropriate City officials be authorized to execute the contract with North State Resurfacing on the City's behalf.

Released by Drew Alford on Jun 4, 2024

Released



PO Box 387 • Wendell, NC 27591 • Phone: 919-365-7500

City of High Point/ Eugene Coleman  
Phone: 336-883-3312

1301 Brentwood Street  
High Point, NC 27260

Job Address:  
1073 E. Springfield Rd  
Highpoint, NC 27263

**Print Date:** 8-7-2024

## Proposal for Allen Jay Rec Center

[www.northstateresurfacing.com](http://www.northstateresurfacing.com)

**NC License#: 73842**

**VA License#: 2705157542**

Thank you for allowing us to provide a proposal for your project. Established in 1990, North State Resurfacing specializes in the construction and resurfacing of tennis courts, basketball courts, pickleball courts and a wide variety of multi-use recreational surfaces.

Customer satisfaction is our main goal. Superior materials, quality workmanship and attention to detail have earned us an excellent reputation with our clients. As an authorized distributor and applicator of [Nova Sports USA](#), the world's best all-weather sports surface and [Laykold - Official Surface of the US Open](#).

North State Resurfacing is also the exclusive developer and installer of the North State Polyester System – an innovative, guaranteed process for repairing cracks.

Fully licensed, bonded and insured, we have the experience and technical support to address a wide variety of surfaces and field conditions. We would greatly appreciate the opportunity to assist you with your project.

## **Authorized installer of:**



**Laykold®**

### Allen Jay Resurfacing Project

Conversion of two (2) tennis courts into four (4) pickleball courts.

Standard Resurfacing of the existing basketball court.

#### Mobilization

Items	Description
Mobilization	Includes travel, setup, rentals, and labor.

#### Fencing

Pickleball Court Conversion

Items	Description
Pickleball Divider Fence	Provide and install vinyl coated 5' tall chain link fence system to separate the pickleball courts.

#### Net Post Foundations

Pickleball Court Conversion

Items	Description
Pickleball Net Post Foundation	Dig and set concrete foundations for four (4) pickleball net post foundations and four (4) center strap anchors. Net post foundations will be 18" x 18" wide and 36" in depth with sleeves. Center strap anchors will be 12" x 12" wide and 12" in depth.

#### Surface Preparation

Pickleball Court Conversion and Basketball

Items	Description
Court Debris Removal	Clean and scrape courts of all loose material, dirt, foreign matter and debris.
Vegetation Removal	Remove vegetation from cracks and the inside perimeter of the courts.
Pressure Washing	Pressure wash court surface as needed
Burn & Herbicide	After vegetation has been removed, burn root growth with a propane burner then treat with an herbicide.
Birdbaths/Depressions	North State to patch depressions/birdbaths holding more than 1/8" water, after one hour on a sunny, 70-degree Fahrenheit day, with acrylic patching material. North State shall tack-coat all depressions prior to patching. North State cannot guarantee the elimination of standing water, although it will be improved. Price includes one (1) application of patch material.

Items	Description
Patch Work	Patch any structural cracks, dings, etc. in the asphalt surface using an acrylic patching material.

Preventative Crack Repair

Pickleball Court Conversion and Basketball

Items	Description
2120 - Polypave Court Shield	Apply Polypave Court Shield to the entire surface of one (1) basketball court and four (4) pickleball courts. Polypave is designed to create a strong mechanical reinforcement and bond on the new asphalt layer. This application significantly reduces the likelihood of deficiencies in the asphalt, which are common causes of spiderweb cracking. The use of Polypave Court Shield will enhance the durability and appearance of the court surfaces, ensuring a longer lifespan and a more consistent playing experience. Expansion Joints are not covered with any repair fabrics.

Surfacing

Pickleball Court Conversion and Basketball

Items	Description
Acrylic Resurfacer	Apply two (2) coats of NOVA, sand-filled acrylic resurfacer, (or equivalent) to the entire court surface as a filler coat following the manufacturer's directions and application rates.
Color Coats	Apply two (2) coats of NOVA, sand filled color resurfacer, (or equivalent) to the entire court surface as a color coat following the manufacturer's directions and application rates.

Playing Lines

Pickleball Court Conversion and Basketball

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Nova Seal-A-Line (or equivalent) to seal tapes for a crisp/sharp line edge.
Pickleball Lines	Layout, tape and hand paint 2" wide pickleball lines using Novatex, textured acrylic line paint (or equivalent). Dimensions of the playing lines will be provided in the attached drawing.
Basketball Lines	Layout, tape and hand paint 2" wide playing lines using Novatex, textured acrylic white line paint (or equivalent).

Completion

Items	Description
Install New Putterman Pickleball Net Posts	Provide and install four (4) Putterman pickleball net posts with external wind reels and removable handles.
Install New Putterman Pickleball Nets	Provide and install four (4) Putterman nets including the center straps.



Items	Description
Clean & Inspection	North State to clean up area and dispose of all debris related to our scope of work. Leave courts ready for play.

Total Price: \$66,480.00

**Color:** As desired from the color chart. Please view selections at:  
[Biggest color in Tennis — Laykold - Official Surface of the US Open.](#)  
[Color Selector | Nova Sports U.S.A.](#)

**Payment:** Individual billings as the work progresses. A deposit may be requested for materials. Unpaid balances are subject to finance charges of 1.5% per month. Credit verification may be required. Terms: Net 10 days.

**Guarantee:** One (1) year against defective materials and labor unless otherwise noted.

- 1. Standard Patch Work:** We cannot guarantee that cracks won't reappear in a short period of time.
- 2. Guardian Crack Repair:** Guaranteed for 2 years against the reappearance of cracks that have been treated. This warranty does not cover any other areas except the areas treated.
- 3. Polypave Court Shield:** Offers a 1-year warranty against cracks treated on the entire court surface, except for areas within 2 feet of the fence, which are not guaranteed.
- 4. Polyester Crack Repair:** This method typically prevents treated cracks from reappearing. However, it does not come with a guarantee and is considered equivalent to standard acrylic patching material in terms of warranty coverage.

**Birdbaths/Depressions:**

- This item excludes major depressions or damages indicative of significant paving errors, defined as any depression deeper than 1/8 of an inch, or spanning a diameter or length greater than 5 feet.
- Issues fitting the above criteria should be addressed by the contractor responsible for the initial paving, as they fall outside the typical scope of wear-and-tear maintenance.
- North State Resurfacing will focus on improving water drainage and surface levelness but cannot guarantee complete elimination of standing water in affected areas.
- Repairs under this item are limited to minor adjustments and do not include comprehensive re-paving or large-scale reconstruction.
- North State Resurfacing is not liable for rectifying extensive surface issues that are clearly a result of initial paving/construction errors. Such cases should be directed to the initial paving contractor under their warranty or service agreement.
- Clients are advised to review and confirm the condition of the court prior to the commencement of work. Any discrepancies should be reported immediately to North State Resurfacing.

**Weather Limitations:**

- \* Air and surface temperatures must be 50 degrees F and rising.
- \* Installation cannot be performed when rain is imminent or extremely high humidity prevents drying.
- \* Installation cannot be performed if the surface temperature is above 140 degrees F.

**Notes:**

- This proposal may be withdrawn by us if not accepted within **30** days.
- Owner shall provide potable water and electricity to within 200' of courts.
- Suitable access to the courts shall be provided along with an area for washing our equipment.
- North State Resurfacing cannot guarantee that cracks won't reappear in a short period of time unless a form of guaranteed crack repair is accepted.
- Occasionally crack repair systems such as Guardian or Polyester may cause dead spots or buckling of the surface, this should be considered normal.
- Standing water (birdbaths) may only be minimized due to possible inadequate slope/drainage. Only one attempt will be made at the contracted price.

- The Contract Price does not include boring through any rock. North State is willing to perform said work upon the parties' mutually signing a written change order.
- One (1) mobilization included, each additional @ \$3,000.00
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by miscellaneous growth under or within the asphalt surface such as roots, fungus, etc. are not guaranteed.
- Excessive amounts of moisture under the court surface may affect our surface materials negatively. This condition may include, but not limited to seeping water, degradation of the asphalt and surfacing materials including dead spots and/or bubbles in our surfacing materials. North State is not responsible for these conditions. North State may recommend consulting a Geotechnical Engineer if these conditions exist.
- Layout, traffic control, permits, testing and inspection not included unless specifically noted above.
- Not responsible for any damages to property associated with accessing the courts such as curbs, gutters, walkways, etc.
- North State Resurfacing shall not be held liable for consequences resulting from damage to underground utilities or objects that are not adequately located by the property owner and/or the governing local underground locating service.
- North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.
- Owner shall carry Fire, Tornado and any other pertinent insurance.
- Owner responsible for re-seeding grass and replacement of any shrubbery that may be disturbed during the project.
- Owner shall provide suitable area for storing materials such as fencing and electrical components.
- Owner understands that North State Resurfacing relies upon the Owner's promise to pay according to the terms of this Proposal/Contract. Therefore, a late charge of one and one half percent (1-1/2%) per month (18% per annum) will be added to all past due accounts. If it becomes necessary to employ a collection agency, or to initiate legal proceedings in order to enforce this agreement, North State Resurfacing shall be entitled to recover their costs and attorneys' fees, and such fees shall be added to this Proposal/Contract.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

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**Date:**

---

**Print Name:**

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**North State Resurfacing, Co.**  
**Post Office Box 387**  
**Wendell, NC 27591**  
**Office: (919) 365-7500**  
**[www.northstateresurfacing.com](http://www.northstateresurfacing.com)**  
**NCGCL#: 73842 VACL #2705157542**  
**[www.polypavecourtshield.com](http://www.polypavecourtshield.com)**



**3-15-2024**  
**Tennis Court Construction**  
**Resurfacing and Repair**  
**Pavement Games**  
**Accessories**

The Polypave Court Shield System is a proprietary method developed by North State Resurfacing for preventing cracks from forming on a recreational court surface.

**\*Abstract:** The purpose of this invention is to prevent the formation of cracks or the reappearance of cracks in asphalt and concrete sport surfaces such as tennis, pickleball and basketball. This method involves the application of a soft polyester fabric (Fortress 97423) to the entire court surface using a mixture of acrylic binders. Following the established method of this invention, will create a mechanical reinforcement of the paved surface which will prevent cracks from forming.

**\*Description:**

#### **Background**

All asphalt and concrete surfaces will eventually develop cracks. Cracks usually form due to expansion rate differences of the pavement and underlying materials. It is generally accepted that new asphalt and concrete surfaces will develop some form of cracking at which point a variety of repair methods are usually installed in an attempt to prevent the crack from reappearing and/or propagating.

There has been some success in preventing cracks from forming in concrete surfaces using post tensioning or pre-stressed concrete. Steel cables form a mechanical reinforcement within the concrete slab, limiting the amount of expansion thus preventing significant cracks from forming. The method of the invention for which I will describe is similar to post-tensioned concrete in that it too provides a mechanical reinforcement of the court surface.

Over the years there have been other types of fabrics used to reinforce the court surface such as a fiberglass membrane, coated with an oxidized binder (Fortress 9100). The general idea for using the fiberglass is the same as using the soft polyester, however, the soft polyester is far superior in tear strength and elongation to break tests. The soft polyester not only absorbs the movement of the pavement but seems to strengthen the entire surface.

This invention involves installing the soft polyester to the entire surface of the pavement only and not to isolated areas.

There are many crack repair methods on the market today for repairing cracks in existing asphalt and concrete recreational surfaces. The majority of these products create some form of barrier between the old and new surface, absorbing the expansion and contraction of the underlying crack. The materials used in this type of repair are not adhered directly to the existing surface except along the edges of the materials used for the repair. This allows movement underneath the fabric and transfers the stress to the edges of the repair. These types of repairs generally work well in preventing the existing crack underneath the repair fabric from reappearing. However, new cracks usually form along the edges of the repair fabric as these areas are where the stress is focused on. Additionally, this type of repair does not address the entire surface of the recreational court and is only installed in isolated areas.

Installing the Polypave Court Shield over the entire surface of the asphalt or concrete is what differentiates this invention from other types of crack repair systems. Treating the entire area as one unit provides continuity of the paved surface and eliminates the possibility of new cracks forming which is inherent with all other crack repair inventions.

While this invention works well on existing asphalt and concrete surfaces, ideally the process is most beneficial if installed on new surfaces.

Originally, the soft polyester was manufactured to be used as a roofing product. Determining the best way to install the polyester on a paved surface proved to be the most difficult part of this invention as there was not an established method for this type of application. Eventually, the right combination of acrylic binders was found that would provide ease of application and withstand the test of time without de-laminating from the paved surface.

**SOLE SOURCE JUSTIFICATION FORM**

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

Requisition #

Vendor:

Item(s):

Justification:

The North State Polyester System is a proprietary method developed by North State Resurfacing for preventing cracks from forming on a recreational court surfaces. We have utilized this same system in previous applications for our Department and have seen the durability and effectiveness of this product.

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 Lee Tillery  
Date: 2024.08.12 09:53:50 -04'00'

Department/Division  Date

APPROVAL PROCESS

Purchasing Manager  Digitally signed by Candy E. Harmon  
Date: 2024.08.12 11:00:17 -04'00'

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: 2024-328**

**File ID:** 2024-328

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 08/08/2024

**File Name:**

**Final Action:**

**Title:** Consideration of a Contract with Blum Construction  
City Council is requested to consider a Construction Manager at Risk (CMAR) Contract for Services with Blum Construction, approve the proposal for Pre-Construction Services in the amount of \$77,400, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Contract - Blum Construction

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> Construction Manager at Risk (CMAR)– Center for Active Adults	
<b>FROM:</b> Lee Tillery, Director – Parks & Recreation	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> May 20, 2024 - Purchasing
<b>ATTACHMENTS:</b> Preconstruction Proposal – Blum Construction Bid Recommendation Form	

**PURPOSE:** City Council to award Construction Manager at Risk (CMAR) contract to Blum Construction, Winston-Salem, NC and the approval of proposal for Pre-Construction Services.

**BACKGROUND:** The City began the process of recruiting a CMAR earlier this summer. A Request for Qualifications (RFQ) process was used, and three firms submit proposals. An internal team was established to review submittals, and the top two firms were interviewed. The firm the team selected to move forward and for your consideration for CMAR is Blum Construction, Winston-Salem, NC.

The initial part of this approval process involves Blum's performance of Preconstruction Services. This allows Blum to join the design team currently comprised of representatives from the City and our design firm, CPL, Inc. Blum will assist as we move forward with design in such aspects as project cost considerations and budgeting, constructability analysis, scheduling and management through the last two stages of design.

**BUDGET IMPACT:** Guaranteed Maximum Price (GMP) to be established and brought to Council for consideration at a later date as we move through the design process. Preconstruction service proposal is \$77,400. Funds are available in the 2024-25 budget.

**RECOMMENDATION/ACTION REQUESTED:** The Parks & Recreation Department recommends approval of this item and that appropriate City officials be authorized to execute all necessary documents.

August 5, 2024

Lee Tillery  
City of High Point Parks and Recreation Director  
136 Northpoint Ave  
High Point, NC 27262

**RE: Preconstruction Proposal  
High Point Center For Active Adults**

Dear Lee:

Blum Construction appreciates the opportunity to provide this proposal for preconstruction phase services for the Center for Active Adults. Our preconstruction proposal includes the following:

<b>Preconstruction Phase Services Fee</b>	<b>\$77,400.00</b>
<b>Construction Services Fee</b>	<b>2.85%</b>
<b>Project Executive Oversight</b>	<b>Blum Construction Att. Will Smelcer 2601 Pilgrim Ct Winston-Salem, NC</b>
<b>Preconstruction Services Scope</b>	Defined below with attached estimated breakdown (time & hours)

The attachment includes cost details and for each deliverable associated with our preconstruction services proposal.

This fee includes the following services:

1. General Preconstruction Services
  - a. Blum to provide existing conditions scan of the areas of the building included in project scope of work to support:
    - i. Baseline assessment of site conditions.
    - ii. Share and support the design team via coordination of the design development.
    - iii. Verification of any visible environmental concerns to be verified by the environmental consultant.
  - b. Preconstruction budgeting support throughout the design phase of the project.
  - c. Preconstruction and supervisory staff will provide constructability investigation, analysis and review of all design deliverables.
  - d. Preconstruction scheduling, management, and updating through each stage of design.



- e. Preconstruction and supervisory staff will provide thorough interdisciplinary coordination review of the construction drawings and specifications.
  - f. Attendance at all design/project meetings by members of the preconstruction and supervisory staff.
- 2. Combined Schematic Design Deliverable (Summer 2024)
  - a. Executive summary
  - b. Detailed scope of work
  - c. Detailed budget estimate
  - d. Project cost considerations
  - e. Baseline coordination BIM model
  - f. Preliminary project schedule
- 3. Design Development Deliverable (Fall 2024)
  - a. Executive summary
  - b. Detailed scope of work
  - c. Detailed budget estimate
  - d. Project cost considerations
  - e. Updated constructability review of Construction documents
  - f. Updated project schedule
  - g. Updated logistical planning
  - h. Proposed phasing / traffic / staging analysis
- 4. Guaranteed Maximum Price Deliverable (Winter 2024-2025)
  - a. Executive summary
  - b. Detailed scope of work
  - c. Detailed budget estimate
  - d. Project cost considerations
  - e. Updated constructability review of Construction documents
  - f. Updated project schedule
  - g. Updated logistical planning
  - h. Finalize phasing / traffic / staging analysis
  - i. Defined alternates listing
  - j. Preconstruction bid package bid manual
  - k. Detailed Guaranteed Maximum Price estimate
  - l. Letter of Guaranteed Maximum Price (GMP)

The Blum team is also committed to aligning with the City of High Point Minority Business plan. We will make a good faith effort to meet and exceed the 10% Minority Participation goal set by the City of High Point as spelled out in our RFQ response.

We look forward to working with the City of High Point on this project. Please contact me with any questions or comments concerning this proposal.

Sincerely,

**Will Smelcer**  
***Executive Vice President***





**Preconstruction Fee Proposal**  
**Center For Active Adults**  
8/05/24  
City of High Point

Code	Description	Qty	Unit	Unit Cost				Total Cost				Item Total
				Labor	Material	Sub	Equipt	Labor	Material	Sub	Equipt	
PRECONSTRUCTION PERSONNEL & DELIVERABLES												
General Preconstruction Services - Meetings, Communications, etc. (August 2024 - March 2025)												
	Project Executive	8 hrs		155.00				1,240	0	0	0	1,240
	SR. Project Manager	0 hrs		135.00				0	0	0	0	0
	Project Manager	40 hrs		125.00				5,000	0	0	0	5,000
	Sr. Superintendent	0 hrs		135.00				0	0	0	0	0
	Superintendent	8 hrs		125.00				1,000	0	0	0	1,000
	Preconstruction Team Leader	40 hrs		135.00				5,400	0	0	0	5,400
	Preconstruction Manager	0 hrs		125.00				0	0	0	0	0
	Precon Estimator	16 hrs		95.00				1,520	0	0	0	1,520
	MEP Estimator	16 hrs		95.00				1,520	0	0	0	1,520
	Constructability Manager	0 hrs		100.00				0	0	0	0	0
	Site/Civil Estimator	0 hrs		85.00				0	0	0	0	0
	LEED Coordinator	0 hrs		90.00				0	0	0	0	0
	Hub Coordinator	16 hrs		65.00				1,040	0	0	0	1,040
	Accounting	0 hrs		65.00				0	0	0	0	0
	Staff Overnight Travel Expenses	0 trips		150.00		125.00		0	0	0	0	0
	Subtotal							16,720	0	0	0	16,720
Preconstruction Deliverable -SD (September 2024)												
	Project Executive	8 hrs		155.00				1,240	0	0	0	1,240
	SR. Project Manager	0 hrs		135.00				0	0	0	0	0
	Project Manager	16 hrs		125.00				2,000	0	0	0	2,000
	Sr. Superintendent	0 hrs		135.00				0	0	0	0	0
	Superintendent	8 hrs		125.00				1,000	0	0	0	1,000
	Preconstruction Team Leader	40 hrs		135.00				5,400	0	0	0	5,400
	Preconstruction Manager	0 hrs		125.00				0	0	0	0	0
	BIM Manager	0 hrs		125.00				0	0	0	0	0
	Precon Estimator	40 hrs		95.00				3,800	0	0	0	3,800
	MEP Estimator	40 hrs		95.00				3,800	0	0	0	3,800
	Constructability Manager	0 hrs		100.00				0	0	0	0	0
	Site/Civil Estimator	0 hrs		85.00				0	0	0	0	0



**Preconstruction Fee Proposal**  
**Center For Active Adults**  
8/05/24  
City of High Point

LEED Coordinator	0 hrs	90.00	
Hub Coordinator	0 hrs	65.00	
Accounting	0 hrs	65.00	
Staff Overnight Travel Expenses	0 trips	150.00	125.00
<b>Subtotal</b>			

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
<b>17,240</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,240</b>

**Preconstruction Design Development Deliverable - (November 2024)**

Project Executive	8 hrs	155.00	
SR. Project Manager	0 hrs	135.00	
Project Manager	16 hrs	125.00	
Sr. Superintendent	0 hrs	135.00	
Superintendent	16 hrs	125.00	
Preconstruction Team Leader	40 hrs	135.00	
Preconstruction Manager	0 hrs	125.00	
BIM Manager	16 hrs	125.00	
Preconstruction Estimator	40 hrs	95.00	
MEP Estimator	20 hrs	95.00	
Constructability Manager	0 hrs	100.00	
Site/Civil Estimator	0 hrs	85.00	
LEED Coordinator	0 hrs	90.00	
Hub Coordinator	16 hrs	65.00	
Accounting	0 hrs	65.00	
Staff Overnight Travel Expenses	0 trips	150.00	125.00
<b>Subtotal</b>			

1,240	0	0	0	1,240
0	0	0	0	0
2,000	0	0	0	2,000
0	0	0	0	0
2,000	0	0	0	2,000
5,400	0	0	0	5,400
0	0	0	0	0
2,000	0	0	0	2,000
3,800	0	0	0	3,800
1,900	0	0	0	1,900
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1,040	0	0	0	1,040
0	0	0	0	0
0	0	0	0	0
<b>19,380</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,380</b>

**Preconstruction Deliverable - 100% CD/GMP (February/March 2025)**

Project Executive	8 hrs	155.00	
SR. Project Manager	0 hrs	135.00	
Project Manager	40 hrs	125.00	
Sr. Superintendent	0 hrs	135.00	
Superintendent	16 hrs	125.00	
Preconstruction Team Leader	40 hrs	135.00	
Preconstruction Manager	0 hrs	125.00	
BIM Manager	20 hrs	125.00	
Preconstruction Estimator	40 hrs	95.00	

1,240	0	0	0	1,240
0	0	0	0	0
5,000	0	0	0	5,000
0	0	0	0	0
2,000	0	0	0	2,000
5,400	0	0	0	5,400
0	0	0	0	0
2,500	0	0	0	2,500
3,800	0	0	0	3,800



Preconstruction Fee Proposal  
Center For Active Adults  
8/05/24  
City of High Point

MEP Estimator	16 hrs	95.00		1,520	0	0	0	1,520
Constructability Manager	16 hrs	100.00		1,600	0	0	0	1,600
Site/Civil Estimator	0 hrs	85.00		0	0	0	0	0
LEED Coordinator	0 hrs	90.00		0	0	0	0	0
Hub Coordinator	16 hrs	65.00		1,040	0	0	0	1,040
Accounting	0 hrs	65.00		0	0	0	0	0
Staff Overnight Travel Expenses	0 trips	150.00	125.00	0	0	0	0	0
Subtotal				24,100	0	0	0	24,100
TOTAL PERSONNEL & DELIVERABLES				77,440	0	0	0	77,440
TOTAL PRECONSTRUCTION PROPOSAL FEE				77,440	0	0	0	77,440

**BID RECOMMENDATION**

DEPARTMENT: **Parks & Recreation**

COUNCIL AGENDA DATE: **August 19, 2024**

BID NO.: **52-062024** CONTRACT NO.:  DATE OPEN: **June 20, 2024**

DESCRIPTION:

**Request for Qualifications - Construction Manager at Risk (CMAR)  
Center for Active Adults (CAA)**

PURPOSE:

**Evaluate Qualified Firms for the CMAR opportunity with the City on the CAA project**

COMMENTS:

**Internal Team evaluated all firms. Interviewed two finalists. Recommendation is for Blum Construction, Winston-Salem, NC**

RECOMMEND AWARD TO: **Blum Construction** AMOUNT: **\$77,400**

JUSTIFICATION:

**Pre Construction Services - \$77,400  
Guaranteed Maximum Price (GMP) - To be Determined at a later date in the design process**

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
411410	533701	411211011205	40202	
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Lee Tillery** Digitally signed by Lee Tillery Date: 2024.08.08 08:59:23 -04'00' DATE: **8/7/2024**

The Purchasing Division concurs with recommendation submitted by the **Parks and Rec Dpt** and recommends award to the lowest responsible, responsive bidder **Blum Construction** in the amount of **\$77,400.00**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.08.08 09:03:57 -04'00' DATE: **8/8/2024**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.08.08 09:53:21 -04'00' DATE: **8/8/24**

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: 2024-325**

**File ID:** 2024-325

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 08/07/2024

**File Name:**

**Final Action:**

**Title:** Consideration of an Agreement for Services with the FMRT Group, LLC  
City Council is requested to consider an Agreement for Services with the FMRT Group with an annual cost not to exceed \$100,000 per year and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** FMRT Group Consideration - Service Agreement

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> Recommendation on Agreement for Services with The FMRT Group, LLC to Perform Comprehensive Psychological and Medical Evaluations for the Police Department	
<b>FROM:</b> C. H. Cheeks, III, Chief of Police	<b>MEETING DATE:</b> 8/19/2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> N/A
<b>ATTACHMENTS:</b> Recommendation memo Services Proposal/Fee Schedule	

**PURPOSE:** The City Council is requested to approve the Police Chief's recommendation of an Agreement for Services with The FMRT Group, LLC to perform Comprehensive Psychological and Medical Evaluations for Police Department employees.

**BACKGROUND:** The High Point Police Department, with deliberation and thoughtful assessment, wishes to engage The FMRT Group for pre- and post-hire evaluations, support, and training services. Employee physicals are conducted on schedules as needed to ensure Police employees are able physically able to perform their duties. Additionally, the Department has experienced a growing need for employee wellness appointments.

**BUDGET IMPACT:** Funds are available in the FY 2024-25 budget.

**RECOMMENDATION/ACTION REQUESTED:** The Police Department recommends approving and authorizing the creation of an Agreement for Services to perform Annual Psychological and Medical Evaluations for one-year with up to two one-year renewals terms, with an annual cost of services not to exceed \$100,000 per year and authorize the appropriate City Official(s) to execute all necessary documents.

## **Proposal for Psychological and Medical Services for the High Point Police Department**

**Elizabeth Morris, M.A.**  
**Chief Executive Officer and Managing Member**

**Jennifer Beauchamp, M.A., SHRM-CP**  
**Chief Operating Officer and Managing Member**

**The FMRT Group**  
336.761.0764  
facsimile: 866.222.5973  
[elizabeth@fmrt.org](mailto:elizabeth@fmrt.org) / [jennifer@fmrt.org](mailto:jennifer@fmrt.org)

*July 16, 2024*



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## Our Mission

The FMRT Group sets the standard for safety-sensitive employers when it comes to comprehensive psychological and medical evaluations.

## Our Vision

The FMRT Group provides its clients with the ability to make the most informed hiring decisions possible and maximize their human capital investment post-hire. Through a combination of delivering world-class psychological services, having in-depth industry knowledge and cultural awareness, and through constant learning, The FMRT Group provides safety-sensitive employers unmatched levels of service, information, and support. All these make The FMRT Group the clear choice when employers seek to hire and retain personnel that holds a position of authority.

## Our Core Values

- **Professional** – Exude professionalism when interacting with clients, clinicians, and with each other.
- **Positive** – Our offices are a positive environment in which we can communicate and share ideas.
- **Solution-Oriented** – Take intelligent risks and have positive ideas to remove obstacles.
- **Compliant** – Follow the standard operating protocol, guidelines, standards, and laws.
- **Committed** – Act like owners. Take ownership of the processes that are yours. Demand excellence from yourself and others.
- **Caring** – Relationships matter. Be honest, open, and have constructive conversations with each other. Be respectful to one another and all the stakeholders.

## **I. UNDERSTANDING OF SAFETY-SENSITIVE DEPARTMENT NEEDS**

To make the most informed hiring decisions possible and maximize its human capital investment, the High Point Police Department is seeking comprehensive psychological and medical services. The FMRT Group has the precise combination of qualifications and experience required to meet these needs.

FMRT sets the standard for safety-sensitive employers by:

- Offering appointments at nine offices in the southeast, as well as a virtual option (telepsych)
- Scheduling appointments promptly by a culturally competent client support team member
- Providing next business day verbal recommendations for pre-employment evaluations
- Delivering comprehensive written reports within five-to-seven business days
- Providing employers with a secure online database to track progress and access reports
- Licensed doctoral-level psychologists and advanced practice professionals spending quality time with our clients' applicants and employees
- Following the professional practice and ethical guidelines of the American Psychological Association and the American Board of Professional Psychology for clinical, forensic, police, and public safety psychologists, in addition to legal and industry standards
- Committing to quality and efficient medical assessments. Our advanced practice medical providers adhere to high standards of ethical, professional and business conduct, and are in full compliance with all applicable federal and state laws and regulations to include, but not limited to industry-specific Medical Screening Guidelines

## **II. BEFORE-HIRE SERVICES**

### **A. The FMRT BRAINS™ Assessment**

BRAINS™ is an acronym for **B**iographical **R**isks **A**nd **I**nconsistencie**S**. It's an online, cost-effective, ADA-compliant assessment that is proprietary to The FMRT Group.

The BRAINS™ was designed for early identification of historical life events that range from commonplace to very serious and applicant attitudes that are inconsistent with successful employment. In the BRAINS™, the applicant must provide an accurate explanation of any potentially significant events and attitudes. Overall, the BRAINS™ was specifically designed to jump-start employment interviews and background investigations.

Authored by Drs. John F. Warren III and Gustavo R. Grodnitzky, the original BRAINS™ Assessment was introduced in 2007 following a pilot study within the applicant pool of a large, municipal police department in North Carolina. In addition to helpful content in the assessment report, we found that the use of the BRAINS™ in hiring results in time savings (interviews and background investigations) of nearly 50%!

More than 660 FMRT clients representing public safety, fire service, and EMS agencies now use the BRAINS™ Assessment. The process and report formats benefit from ongoing updates by Dr.

Warren. These changes involve the tweaking of particular BRAINST™ statements, revisions to the BRAINST™ administration website, and revisions to the report format. Our secure website, FMRT Online was developed as a means of providing immediate and secure employer access to their applicants' BRAINST™ reports.

Note: Both BRAINST™ and FMRT are trademarks of The FMRT Group, LLC.

## **B. Pre-Conditional Offer Screenings**

Pre-conditional offer screening reports include qualitative and quantitative data results derived from biographical information, including, but not limited to, the FMRT BRAINST™ Assessment and a normal personality assessment. Report findings will either be “Issues for Further Consideration” or “No Issues.” These findings are based on a data-driven matrix developed by Dr. John F. Warren III – FMRT’s board-certified police and public safety psychologist.

Larger departments, typically those that have an academy, will choose this pre-conditional offer screening option. However, other departments may determine them useful as an early hiring step to support background investigations and initial interviews.

The pre-conditional offer screening reports are accessible within five-to-seven business days after the applicant completes required assessments through a secure website (FMRT Online).

*Report findings will be either: No Issues of Note or Issues for Further Consideration.*

## **C. Post-Conditional Offer Psychological Evaluations**

Post-conditional offer psychological evaluations are conducted by doctoral-level psychologists who have deep industry knowledge and cultural awareness.

Applicant or employee appointments are scheduled within the week of the initial request or the following week. An FMRT client support team member will handle scheduling via phone or email, depending on employer preference, where the name, phone number, and email address of the applicant will be collected. The applicant will then receive an email from the client support staff with directions, instructions, informed consent, and other pre-employment assessments required for the evaluation. Confirmation of scheduled evaluations with accompanying dates and times can be sent to the employer via email upon request.

The applicant is then seen for an evaluation, a verbal report is phoned or emailed to the agency-designated personnel the next business day, and the final report and recommendation follows within five-to-seven business days.

The FMRT Group also offers virtual (telepsych) as an added convenience for psychological evaluations. It’s the same quality pre-employment assessment with the convenience of an online, face-to-face clinical interview with the psychologist. Telepsych can be done from any location with a stable internet connection, is cost-effective, and provides faster scheduling options.

The typical process for our post-conditional offer psychological evaluation is as follows:

1. Prior to the clinical interview appointment, our psychologist will prepare for the interview based upon the important background data gathered from the applicant-completed assessments listed below:
  - The Online Personal History Statement (NC F-3 or PHS)
  - The FMRT BRAINS™ Assessment
  - California Psychological Inventory 260 – Police and Public Safety Selection Report (CPI-PPSSR)
  - Personality Assessment Inventory – Public Safety Selection Report (PAI-PSSR)
  - Wonderlic Cognitive Ability Test
2. Prior to the evaluation, designated personnel will:
  - Greet and check photo ID
  - Go over informed consent to ensure understanding
3. The clinical interview will consist of:
  - A mental status examination
  - A structured interview
  - A discussion of any concerning/inconsistent data
4. After the interview:
  - FMRT will provide the employer with a next-day verbal recommendation via email or phone, based on the employer's preference
    - Recommendations:
      - i. Suitable
      - ii. Deferred, pending internal clinical consultation, testing, or records
  - Within five-to-seven business days, FMRT will send an email notification to alert a designated department employee(s) that the final post-conditional offer psychological report is ready for review via a secure website, [www.fmrtonline.com](http://www.fmrtonline.com). Each department personnel will create their own unique login information.

*Report findings will be either: Suitable or Not Suitable.*

#### **D. Post-Conditional Offer Medical Evaluations**

Our medical evaluations are performed by Advanced Practice Professionals (APPs) who understand safety-sensitive needs. APPs review the specific job functions and relay any potential medical barriers that may preclude an applicant from employment based on state guidelines. Medical results are summarized in a comprehensive online report, accompanied by the required state forms. Medical evaluations include a 5-panel drug screen and tuberculosis skin testing if warranted, based on the responses on the applicant's tuberculosis risk questionnaire. The typical process for our post-conditional offer medical evaluation is as follows:

1. Our APP will review the F-1 or medical history statement completed by the applicant. Any questions or concerns will be addressed with the applicant during the evaluation.
2. The medical evaluation will consist of:
  - Tests/labs:
    - Urinalysis, chain-of-custody urine drug test
    - TB skin test (if warranted)
    - Audiometry reading
  - Wellness assessment
  - Completion of the medical form (F-2 or industry-specific medical documentation)
3. After the evaluation:
  - Our APP and clinical psychologist will discuss their findings, if necessary
  - Within five-to-seven business days, FMRT will deliver the final post-conditional offer medical report via a secure website, [www.fmrtonline.com](http://www.fmrtonline.com). Each department has its own unique login information.

*Report finding will be: No Medical Barriers to Employment, Potential Medical Barriers to Employment or Medical Barriers to Employment.*

## **E. Assessment Descriptions**

### Online Personal History Statement (PHS or NC F-3)

The NC F-3 collects standard background and demographic information. Once submitted, it is immediately available for employer access via FMRT Online.

### The BRAINST™ Assessment

The BRAINST™ Assessment may be used prior to background investigations, interviews, and other early hiring steps. This assessment allows employers to read the applicants' typed explanations of every event they endorse to be true. The BRAINST™ Assessment interacts with the online PHS or NC F-3, allowing employers to see any possible discrepancies.

### CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)

The CPI is a self-report questionnaire designed to measure normal-range human behavior. It consists of 260 true/false items representing concepts (such as tolerance, responsibility, integrity, empathy, and self-control) that are commonly used to describe and understand human behavior. The CPI Police and Public Safety Screening Report is a specialized report designed for use by licensed psychologists for evaluations of applicants for police and other public safety positions. This report helps the evaluator assess the psychological suitability of the applicant to perform the functions required by the position.

### Personality Assessment Inventory – Public Safety Selection Report (PAI-PSSR)

This objective inventory of adult personality assesses psychopathological syndromes and provides information relevant for clinical diagnosis, treatment planning, and screening for psychopathology. The 344 PAI items constitute 22 non-overlapping scales covering the constructs most relevant to a broad-based assessment of mental disorders: four validity scales, 11 clinical scales, five treatment scales, and two interpersonal scales. To facilitate interpretation, and to cover the full range of complex clinical constructs, 10 scales contain conceptually derived subscales. The public safety selection report is based on a normative sample of more than 18,000 public safety job applicants, and it supplements the basic PAI profile and other indices with several innovative features designed specifically to help make employment screening decisions in the public safety field.

#### Wonderlic Cognitive Ability Test

The Wonderlic is a 12-minute, 50-question exam meant to assess the aptitude of applicants for their ability to learn, understand instructions, adapt and solve problems. The cognitive ability of each applicant is measured through the presentation of a variety of kinds of questions at varying degrees of difficulty. Questions often include math, language, analogies, and spatial problems. The Wonderlic test provides objecting information about the applicant that's not easily measured in other selection methods. Used in conjunction with psychological evaluations and other assessments, the combined information can provide a more holistic perspective of an applicant's ability to perform.

*FMRT psychologists trained in the specific field of police and public safety determine the appropriate assessments and processes for psychological and medical referrals. It is their discretion to choose and change testing and procedures based on ongoing research and the development of tools best suited for these clinical evaluations.*

### **III. AFTER-HIRE SERVICES**

#### **A. Service Categories**

##### **Counseling**

The FMRT Group offers safety-sensitive focused short-term counseling for professionals when there are work-related problems that go beyond the scope of EAP or when the employee would prefer to speak with a culturally-sensitive psychologist. Unlike FMRT's evaluations, our dedicated psychologists do establish doctor-patient confidentiality. Counseling appointments are for the benefit of the employee; therefore, the employer will not receive any documentation or recommendations regarding these appointments.

*The employer does not receive any information.*

##### **Critical Incident Appointments**

Critical Incident (CI) appointments are confidential opportunities for the employee to speak with a culturally-sensitive mental health professional. These appointments are typically scheduled

within 48-72 hours, dependent upon employer needs, and include the Symptom Checklist-90-Revised (SCL-90-R) assessment.

The psychologist will explore:

- Responses/reactions to an event
- Availability of family, social, church and other support systems
- Knowledge of professional resources available to them through their work and/or community (family doc, EAP, private providers, etc.)

The employee will also receive psycho-educational material for reference, in addition to a three-month follow-up with the psychologist.

*The employer will receive “Attended/Did Not Attend” as the only feedback.*

### **Fitness for Duty Evaluations - Psychological**

FMRT follows the International Association of Chiefs of Police (IACP) guidelines for fitness for duty evaluations (FFDE). IACP asserts that fitness for duty evaluations arise due to (1) objective evidence that the employee may be unable to safely or effectively perform a defined job and (2) a reasonable basis for believing that the cause may be attributable to a psychological condition or impairment.

As a result, our fitness for duty opinions spring from:

- Knowledge of the specific job functionalities
- Knowledge about department concerns regarding specific job-related issues
- Psychological, medical, and behavioral findings during the time of the evaluation

Our FFDE will include clinical consultation and mental status examination with the employee, review of relevant records, relevant psychological and/or laboratory testing such as the Symptom Checklist-90-Revised (SCL-90-R) and the Minnesota Multiphasic Personality Inventory-3 (MMPI-3), and a general physical (if referred for Medical FFDE due to a work-related nexus or after FMLA and clearance from PCP). After evaluation, you receive our concise, written report that addresses the specific question: *Is this employee able to safely perform essential job functions at this time?*

*Report findings will be either: Fit for Duty or Not Fit for Duty.*

### **Mental Wellness Appointments**

Mental wellness appointments are confidential opportunities for the employee to speak with a culturally-sensitive mental health professional. These appointments are for one hour and include the Symptom Checklist-90-Revised (SCL-90-R) assessment.

The psychologist will explore:

- Work challenges, adaptation, and coping with essential job functions. Perceived strengths and relative weaknesses



- Availability of family, social, church, and other support systems
- Knowledge of professional resources available to them through their work and/or community (family doc, EAP, private providers, etc.)

The employee will also receive psycho-educational material for reference.

*The employer will receive “Attended/Did Not Attend” as the only feedback.*

### **Physical Wellness Appointments**

Our physical wellness appointments are performed by Advanced Practice Professionals (APPs) who understand the physical requirements of first responders. The physical wellness results are summarized and shared with appropriate agency staff pre-determined by the agency. The typical process for a physical wellness exam is as follows:

1. Our APP will review the medical history statement completed by the employee. Any questions or concerns will be addressed with the employee during the evaluation.
2. The exam will consist of:
  - a. A thorough physical examination that includes Gait Assessment; Height; Weight; Vital Signs, Oxygen Saturation; Depth Perception via Frisby or Titmus testing; Color Vision via standard plates; Hearing test via audiometer testing at 500, 1000, 2000 and 3000 Hz; as well as, Cardiovascular, HEENT (head, eyes, ears, nose, throat), Respiratory, Abdominal, Musculoskeletal, Genitourinary (if clinically indicated), Neurological Systems, and Skin Examination.
  - b. Tests/labs:
    - CBC w/ differential and Platelets, CMP, lipid panel (collected at LabCorp)
    - Medical Urinalysis
    - Far Vision Acuity Screen (Snellen)
    - Audiometry reading (per above)
  - c. Wellness Assessment
  - d. Completion of the Medical Report
3. After the exam:
  - Within five to seven business days, FMRT will deliver the final physical wellness report via a secure website, [www.fmrtonline.com](http://www.fmrtonline.com) to the appropriate personnel.

Report findings will be provided in the summary section indicating:

- No identifiable physical conditions that suggest further examination; OR, there are identifiable physical conditions (stated) that suggest further examination.



- There are no reservations about the employee's ability to perform the required duties physically; OR, there are reservations about the employee's ability to perform the required duties physically.

## **B. Assessment Descriptions**

### CPI260 – Police and Public Safety Selection Report (CPI260-PPSSR)

The CPI is a self-report questionnaire designed to measure normal-range human behavior. It consists of 260 true/false items representing concepts (such as tolerance, responsibility, integrity, empathy, and self-control) that are commonly used to describe and understand human behavior. The CPI Police and Public Safety Screening Report is a specialized report designed for use by licensed psychologists for evaluations of applicants for police and other public safety positions. This report helps the evaluator assess the psychological suitability of the applicant to perform the functions required by the position.

### Fundamental Interpersonal Relations Orientation (FIRO-B)

The 54-item FIRO-B assessment measures interpersonal needs on three scales: inclusion, control, and affection. The FIRO-B reveals how interpersonal needs drive a person's behavior; shape a person's ability to build trust, influence others, and create productive relationships; facilitate the formation and re-engagement of teams; and highlight perceptual gaps that may inadvertently derail relationships. It generates a variety of comprehensive interpretive reports to support applications.

### Minnesota Multiphasic Personality Inventory-3 (MMPI-3)

Composed of 335 items, MMPI-3 is the most up-to-date personality assessment available for mental health, medical, forensic, and public safety settings. This assessment delivers comprehensive information from 52 scales to assist in evaluation, diagnosis, and treatment planning. The MMPI-3 continues to build on the history and strengths of the MMPI instruments to provide an empirically validated, psychometrically relevant dimensional approach to assessment of personality and psychopathology.

### Myers-Briggs Type Indicator (MBTI)

The MBTI helps individuals gain insight about themselves and how they interact with others while also helping improve how they communicate, learn, and work. It provides a powerful framework for building better relationships, driving positive change, harnessing innovation, and achieving excellence. The MBTI assessment makes Carl Jung's theory of psychological type both understandable and highly practical by helping individuals identify their preferences in four areas: where individuals focus their attention, how they take in information, how they make decisions based on that information, and how they deal with the world.

### Personality Assessment Inventory (PAI)

This objective inventory of adult personality assesses psychopathological syndromes and provides information relevant for clinical diagnosis, treatment planning, and screening for psychopathology. The 344 PAI items constitute 22 non-overlapping scales covering the constructs most relevant to a broad-based assessment of mental disorders: four validity scales, 11 clinical scales, five treatment scales, and two interpersonal scales. To facilitate interpretation,

and to cover the full range of complex clinical constructs, 10 scales contain conceptually derived subscales.

#### Personality Assessment Inventory Police and Public Safety Selection Report

The PAI Police and Public Safety Selection Report was created by Johnson, Roberts and Associates, Inc. (JR&A) in 1995. This special purpose employment selection report based on the PAI report was designed to be used by licensed psychologists in conducting psychological evaluations of applicants for police and other public safety positions. The principal purpose of the report is to help the evaluator assess the emotional stability of the applicant, in order to screen out applicants who display job relevant psychopathology. It is generally paired with a test that assesses normal-range personality, such as the CPI.

#### PsychEval Personality Questionnaire with PsychEval Personality Questionnaire Interpretation (PEPQI)

The PEPQI assesses both normal and pathology-oriented personality traits to provide a multi-dimensional profile of your client. The combination of both domains in one assessment presents a unique perspective of your client's overall functioning. The report content contains normal personality traits, pathology-oriented personality traits, and occupational interests.

#### Symptom Checklist-90-Revised (SCL-90-R)

The SCL-90-R is a 90-item self-report symptom inventory developed by Clinical Psychometric Research. It is designed primarily to reflect the psychological symptom patterns of psychiatric and medical patients. The SCL-90-R is scored and interpreted in terms of nine primary symptom dimensions (somatization, obsessive-compulsive, interpersonal sensitivity, depression, anxiety, hostility, phobic anxiety, paranoid ideation, and psychoticism) and three global indices of distress (global severity index, positive symptom distress index, and positive symptom total). Ultimately, the SCL-90-R is a measure of current, point-in-time, psychological symptom status.

#### Thomas-Kilmann Conflict Mode Instrument (TKI)

The TKI is a tool that helps people understand how different conflict-handling styles affect interpersonal and group dynamics — and empowers them to choose the appropriate style for any situation. The TKI assesses an individual's typical behavior in conflict situations and describes it along the two dimensions of assertiveness and cooperativeness. It provides detailed information about how that individual can effectively use five different conflict-handling modes or styles.

*FMRT psychologists trained in the specific field of police and public safety determine the appropriate assessments and processes for psychological and medical referrals. It is their discretion to choose and change testing and procedures based on ongoing research and the development of tools best suited for these clinical evaluations.*

#### IV. EXPERIENCE AND QUALIFICATIONS

##### A. ORGANIZATIONAL CHART

The FMRT Group, LLC	
<b>Chief Executive Officer &amp; Managing Member:</b>	Elizabeth Morris, M.A.
<b>Chief Operating Officer &amp; Managing Member:</b>	Jennifer Beauchamp, M.A., SHRM-CP
<b>Chief Psychologist</b>	Peter Schulz, Psy.D.
<b>Medical Director:</b>	Robert D. Rosen, M.D.
<b>Research Psychologist:</b>	Ashleigh Gallagher, Ph.D.
<b>Director of Client &amp; Clinician Support:</b>	Amanda Hopkins
<u>Psychologists</u>	<u>Advanced Practice Medical Professionals</u>
Dr. Christopher Baker	Kelly Brilliant, PA-C
Dr. Rebecca Barnette	Vanessa Cox, PA-C
Dr. Trent Evans	Tina Hylton, NP-C
Dr. David Gray	Brandi Knight, DNP
Dr. Samuel Gray	Tenika McCorkle, NP-C
Dr. John Helminski	Belinda McFee, PA-C
Dr. Alvin Malesky	Tami Miller, FNP-C
Dr. Todd Morton	Katherine Murray, PA-C
Dr. Laura Nagy	Yolanda Nicholson, FNP-C
Dr. Hal Pickett	Katherine Reddish, PA-C
Dr. Karen Pollard	Amanda Slocum, NP-C
Dr. Amanda Poundstone	Dow Stick, NP-C
Dr. Peter Schulz	
Dr. Laura Stewart	
Dr. Peter Summers	
Dr. Miranda Teel	
Dr. John Warren, ABPP	
Dr. Jay Wiles	
Dr. Stephanie Zuckerman	

**Client Support Team:** Avandi Flanagan, Bella Hughes, Jenna Kelly, Glenda Martinez, Courtney Martin, Allison Parker, Kaci Presgraves, Delonica Rogers, Shannon Simonds, Mary Julia Smith, Keyla Springs, Evan Warren, Ashley Webber, and Angela Wooten.

## B. POINT OF CONTACT

Employer inquiries can be directed to The FMRT Group's Chief Executive Officer and managing member, Elizabeth Morris. Having been with The FMRT Group since its inception in 2005, Elizabeth has been crucial in building the company to its successful standing today. Elizabeth is the first point of contact for questions or concerns.

Elizabeth Morris, M.A.  
Chief Executive Officer & Managing Member  
The FMRT Group  
[elizabeth@fmrt.org](mailto:elizabeth@fmrt.org)  
(336) 761-0764 ext. 1011  
Fax: (866) 222-5973

## C. HISTORY AND ORGANIZATION ORIGIN

In 2005, The FMRT Group recognized a growing need for pre-hire and post-hire psychological services among North Carolina safety-sensitive employers. Today, The FMRT Group has culturally aware members, which include the following teams:

- Management
- Client Support
- Psychological
- Medical
- Research

Our culturally-competent team follow the professional practice and ethical guidelines of the American Psychological Association and the American Board of Professional Psychology for clinical, forensic, police, and public safety psychologists, in addition to legal and industry standards. Committing to quality and efficient medical assessments. Our advanced practice medical providers adhere to high standards of ethical, professional and business conduct, and are in full compliance with all applicable federal and state laws and regulations to include, but not limited to those prescribed by the North Carolina Medical Board, North Carolina Board of Nursing, and industry-specific Medical Screening Guidelines

The FMRT Group's clinical team receives supervision and training from a board-certified police and public safety psychologist, a Doctor of Medicine, and other subject matter experts in psychology, medicine, and public safety. The clinicians attend two annual Category I APA and Medical CE training events to learn from each other and enhance evidence-based psychological evaluations for safety-sensitive employers. In addition, managing members and clinical team members receive information from the Psychological and Medical Services Section training at IACP annual conferences.

## V. PRICE LIST (July 2024 thru June 2025)

### Before-Hire Options and Fees

#### Before Conditional Offer Screening Options:

Biographical Assessment: The FMRT BRAINS™ \$50.00

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**After Conditional Offer Psychological Evaluations** \$500.00  
Telepsych videoconference option available

**After Conditional Offer Medical Evaluations** \$310.00

- Vision Testing
- Pulmonary Function Testing
- Audiogram
- Labwork
- 8-Panel Urine Drug Test
- Urinalysis
- EKG

**Fee for No-Shows:** Since scheduling an appointment involves the reservation of time set aside specifically for your candidate or employee with our clinical team, we require a minimum of 24 hours' notice for rescheduling or canceling an appointment. If this notice is not received, a fee of \$250 will be billed.

FMRT recognizes the last-minute demands of public safety professionals and will NOT charge the employer if a work-related issue arises. Other acceptable reasons for rescheduling or canceling an appointment without 24 hours' notice include: transportation barriers, illness, death in the family, or court date.

*Due to the nature of our services, FMRT cannot file insurance claims/forms and must receive payment directly from the referring employer.*

## After-Hire Options and Fees

<b>Counseling (short-term)</b>	\$275.00 per hour
<b>Critical Incident Appointments</b> Cost includes one, recommended three-month follow-up appointment	\$590.00
<b>Psychological Fitness for Duty Evaluations</b> Follow-Up FFD Evaluations (when necessary)	\$1,370.00 \$695.00
<b>Mental Wellness Appointments</b>	\$400.00
<b>Physical Wellness Appointments w/ labs</b>	\$325.00

**Fee for No-Shows:** Since scheduling an appointment involves the reservation of time set aside specifically for your candidate or employee with our clinical team, we require a minimum of 24 hours' notice for rescheduling or canceling an appointment. If this notice is not received, a fee of \$250 will be billed.

FMRT recognizes the last-minute demands of public safety professionals and will NOT charge the employer if a work-related issue arises. Other acceptable reasons for rescheduling or canceling an appointment without 24 hours' notice include: transportation barriers, illness, death in the family, or court date

***Due to the nature of our services, FMRT cannot file insurance claims/forms and must receive payment directly from the referring employer.***

## VI. What's Next?

### In a nutshell:

- 1) **Call or email to schedule an appointment**
- 2) **Set up your FMRT Online account**
- 3) **Be on the lookout for a “verbal” the day after the appointment**
- 4) **View final reports on FMRT Online five-seven business days after applicant appointment**

Please see below for details of the above steps. Thank you!

### 1. Scheduling

**Option A:** Employer point of contact calls 336-761-0764 or sends an email request to [admin1@fmrt.org](mailto:admin1@fmrt.org).

**Option B:** Employer point of contact emails the candidate(s) and FMRT to inform the applicant to schedule their appointment.

We've found that when the point of contact from the agency sends an email to the candidate(s) and copies FMRT, informing them to call us to schedule, it keeps us all on the same page. Versus hearing from an applicant who wants to schedule their appt without prior knowledge/approval from you as the employer. Here's a suggested email that may be helpful:

*Congratulations on making it this far in our hiring process. Your next step is to schedule your psychological (and medical) evaluation with The FMRT Group, which I've copied on this email. ([admin1@fmrt.org](mailto:admin1@fmrt.org)) or call 336.761.0764.*

*You are responsible for contacting FMRT immediately after receiving this email to schedule the first available appointment, which may be in an office further away from you, or virtually.*

*The expectation is that you contact FMRT staff to get scheduled promptly, so we can proceed with our hiring process and make the final hiring decision for this position.*

Whether you choose Option A or B, our Client Support Coordinators will schedule your candidates promptly, typically within the week of the initial request or the following week. You are welcome to fill out the appointment request form (attached below) and return via email in place of calling, or staff can take this information over the phone.

If the evaluation request is time-sensitive, we welcome this information in advance, including a scheduled recruiting process timeframe or pre-determined hire date.

### 2. Set Up Your FMRT Online Administrative Account

*FMRT Online is a multifaceted platform that The FMRT Group uses to schedule appointments, complete reports, upload forms, and track valuable demographic information. FMRT Online is also where employers can track applicant/employee progression and view completed reports.*

www.FMRT.com | phone: (336) 761-0764 | email: [info@fmrt.org](mailto:info@fmrt.org)

Contact Client Support Supervisor Kaci Presgraves ([kaci@fmrt.org](mailto:kaci@fmrt.org)) to receive an invitation to establish your account. All users set up a unique username (email) and password to log in, and you will designate one or more individuals as the “Department Administrator.” The department administrator can add, remove, and set specific permissions for each user.

### 3. Verbal Recommendation

Verbal first! Within one business day after the candidates’ appointment, a Client Support Team Member will provide you with a suitability recommendation:

- Suitable, or
- Deferred (this means that additional information is needed - i.e., records, prescription validation)

### 4. Retrieval of Reports and Forms

Unless further information is needed, you will receive an email notification within five to seven business days from the appointment, letting you know the report is available through your FMRT Online account.



## VII. Supplemental Information

### A. Online F-3 or Personal History Statement (PHS) Instructions

We will request a copy of your applicant's F-3, which only applies to NC applicants, or Personal History Statement (PHS) for those in other states. If your applicant has not completed this, they may complete it online for free. Once finished, the applicant, FMRT, and your department will have immediate access to view/download/print.

Instructions for the applicant:

1. Use this link: [www.ncf3.com/](http://www.ncf3.com/)
2. Sign up for an account if you do not already have one.
  - Once you are logged in, click on either "Police F-3", "Sheriff F-3", or "PHS"
3. On the next page, enter your social security number and then click "continue"
4. Enter the position(s) and agency to which you are applying – agency names will auto-populate once you begin typing.
5. After your online F-3 or PHS is complete, you will be given two options:
  - **Print** – you are allowed unlimited prints of this completed F-3 or PHS
  - **Pay** – if you select this option, you will be prompted for payment information. This is not required, but a good option if you need to access your F-3 or PHS in the future to edit or apply to another agency.

### B. What is the BRAINS Assessment, and do we have to use it?

The BRAINS™ Assessment is a biographical instrument and not a test. It's used to gather historical data of your applicant along with interacting and comparing data between their F-3 or PHS, before background investigations, interviews, and other early hiring steps. You can read more about the BRAINS™ Assessment in the "Before-Hire Services" Section II(A) of this proposal.

You do NOT have to use the assessment as part of your early screening process. If you want to use the BRAINS to help assess your candidates, we ask that you contact Kaci Presgraves [kaci@fmrt.org](mailto:kaci@fmrt.org) for applicant instructions.

If you choose not to use as a preliminary tool, FMRT staff will include it in the battery of assessment instructions for the applicant, which is reviewed by the examining psychologist before the clinical interview.

## C. Points of Contact

**Main Line and Email: 336.761.0764 and [Admin1@fmrt.org](mailto:Admin1@fmrt.org)**

Name	Title	Department	Mainline Extension	Email Address
Amanda Hopkins	Director of Client & Clinician Support	- Post-Hire Referrals - Scheduling	1028	<a href="mailto:amanda@fmrt.org">amanda@fmrt.org</a>
Delonica Rogers	Quality Services Manager	- Reports - Proposals	1027	<a href="mailto:delonica@fmrt.org">delonica@fmrt.org</a>
Jenna Kelly	Client Support Specialist	- Post-Hire Referrals - Scheduling	1010	<a href="mailto:jenna@fmrt.org">jenna@fmrt.org</a>
Kaci Presgraves	Client Support Supervisor	- New Clients - Pre-Hire Scheduling - Post-Hire Scheduling	1017	<a href="mailto:kaci@fmrt.org">kaci@fmrt.org</a>
Shannon Simonds	Financial and Administrative Coordinator	- Billing - Payments - Contracts - Insurance	1015	<a href="mailto:shannon@fmrt.org">shannon@fmrt.org</a>

**C.H.Cheeks III**  
Chief of Police



PHONE (336) 887-7971  
TDD (336) 883-8517

# High Point Police Department

**TO:** Tasha Logan Ford, City Manager

**FROM:** Curtis Cheeks III, Chief of Police

**DATE:** 06 August 2024

**SUBJECT:** Recommendation for Procurement (FMRT Services)

The High Point Police Department strives to develop and maintain a “Complete Employee” approach, meaning we strive to provide resources for every feasible wellness element. This includes, but is not limited to, physical health and fitness, emotional health, financial health, relationship health, and a healthy career. With these goals in mind, HPPD created an internal wellness program that primarily provides our employees with the tools and resources to help them navigate the challenges and stress of law enforcement work.

The Program provides resources to address the demands of policing and other corresponding law enforcement duties, which, if left unresolved, may lead to increased stress and unhealthy habits that could adversely impact Department personnel. The Program also provides support to manage the higher levels of physical risk and mental stress inherent to the law enforcement profession.

During August 2023, the City of High Point (Police) entered into a service agreement with The FMRT Group for services. The FMRT Group provides a culturally competent team of licensed psychologists and advanced practice medical professionals who perform pre-hire psychological and medical evaluations for public safety. Their clinical team receives supervision and training from a board-certified police and public safety psychologist, a Doctor of Medicine, and other subject matter experts in psychology, medicine, and public safety.

The FMRT group also facilitates post-hire psychological and medical services, training, and support to public safety professionals. During the 2023-24 budget year, FMRT conducted annual physicals and wellness appointments for approximately 90 HPPD employees as part of our

wellness program at approximately \$700 per employee. The police department also scheduled employees for other services provided by The FMRT Group, including but not limited to critical incident appointments, fit-for-duty examinations, and general counseling services. During the 2024-25 budget year HPPD anticipates the same medical services will be provided to approximately 98 employees at approximately \$725 per employee. The FMRT group also provides the additional services previously listed and special team evaluations, peer support evaluations, post-deployment evaluations, and risk of violence evaluations.

These services have proved a valuable part of our internal wellness program, not only through scheduled annual services for employees but also at the request of employees who have identified their need or the need of a coworker for specific services by trained public safety medical professionals.

Staff recommends entering into a one-year agreement with up to two one-year renewal terms, with an annual cost of services not exceeding \$100,000 per year.

The Police Department has identified budgeted funds for this contracted service. Council is requested at this time to authorize the appropriate city staff to enter into an Agreement for *Services with The FMRT Group*.



# City of High Point

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

## Master

**File Number: 2024-326**

**File ID:** 2024-326

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 08/07/2024

**File Name:**

**Final Action:**

**Title:** Consideration of a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc.  
City Council is requested to consider a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc. in the amount of \$1,522,524 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** RSH Signal Timing Agreement

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> Agreement for Professional Service with RS&H Architects-Engineers-Planners, Inc	
<b>FROM:</b> Greg Venable, Transportation Director	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> March 1, 2024
<b>ATTACHMENTS:</b> Contract Scope Fee	

**PURPOSE:** Award of a contract to provide professional transportation engineering services to evaluate and optimize the signal timing of the 239 traffic signals within the City of High Point Signal System. RS&H shall provide professional engineering services necessary for evaluating the current operation to develop optimized signal timing plans, implement and fine-tune the new plans, and evaluate the final operational benefits associated with the work performed.

**BACKGROUND:** The city's signal system is evaluated approximately every ten years to ensure the system is operating at the optimal level, and we are taking advantage of the most recently developed traffic signal timing technologies. Our last signal timing study was completed in 2014. The city issued a Request for Qualifications (RFQ) on March 1, 2024. Five proposals were received and were scored by Transportation Staff based on four criteria, Project Execution, Staff Qualifications, Project Experience, and Performance, Relationships, and Partnerships. The highest scoring firm was RS&H. RS&H will provide the described professional services for a lump sum fee of \$1,522,524.

**BUDGET IMPACT:** Funding for this project is from the High Point Metropolitan Planning Organization (HPMPO) Congestion Mitigation and Air Quality (CMAQ) program. CMAQ funding consists of 80% federal dollars and 20% local match. The 20% local match of \$304,505 is included in the FY25 Transportation Department Capital Budget.

**RECOMMENDATION/ACTION REQUESTED:** Staff recommends approval of this contract to RS&H Architects-Engineers-Planners, Inc. in the amount of \$1,522,524.00 and authorizing appropriate city staff to execute all necessary documents.

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (“**Agreement**”) is made on July 11, 2024 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and RS&H Architects-Engineers-Planners, Inc., a(n) North Carolina corporation (“**Consultant**”). The City and Consultant are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

**WHEREAS**, the City desires to engage Consultant to provide the professional services described on **Exhibit A** attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Consultant pursuant hereto (the “**Services**”); and

**WHEREAS**, Consultant desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

**NOW, THEREFORE**, the City and Consultant, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

### SECTION I. ENGAGEMENT OF CONSULTANT

A. Engagement. Consultant shall perform the Services and the City shall pay Consultant for the performance of such Services as set forth herein.

B. Independent Contractors. The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Consultant, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Consultant joint venturers, partners, or parties to similar relationships with each other.

### SECTION II. PROVISION OF THE SERVICES

A. Provision of the Services. Consultant will provide the Services in accordance with the terms and conditions of this Agreement.

B. Fees. The City will pay Consultant for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Consultant under this Agreement not to exceed \$1,522,524.00.

C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services.**” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

### SECTION III. RESPONSIBILITIES OF CONSULTANT AND CITY

#### A. Consultant's Responsibilities.

1. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”) furnished by Consultant under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Consultant agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Consultant and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Consultant, or if there are delays occasioned by circumstances beyond the control of Consultant which delay the Services' completion date as specified on **Exhibit A**, the City may grant to Consultant an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Consultant to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of cardinal importance with respect to Consultant's performance of the Services.

5. In the event that Consultant fails to exercise the Standard of Care to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Consultant shall submit to the City such Project (as defined below) documentation and Deliverables as agreed to by Consultant and the City on **Exhibit A**. Consultant shall not be liable for use by the City of said Deliverables for any purpose other than those intended by the terms of this Agreement.

7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered “works made for hire” (as defined in 17 U.S.C. §101) for the City and shall become the property of the City without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a “work made for hire”, Consultant hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, “**Personnel**”) to irrevocably assign to the City, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Consultant shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such its Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. Upon the City's



reasonable request, Consultant shall, and shall cause its Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Consultant's right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. Consultant shall comply with all applicable construction specifications and policies provided to it by the City during Consultant's provision of the Services.

11. Prior to provision of the Services, Consultant shall, by written notice to the City, designate a representative to act on behalf of Consultant with respect to the Services to be performed hereunder (the "**Designated Representative**"). The Designated Representative's decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Consultant. If the City requests that Consultant designate a different Designated Representative, Consultant will do so within five (5) calendar days of Consultant's receipt of written notice from the City regarding such request. If Consultant decides to change the Designated Representative, Consultant will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Consultant's provision of Services (a) the City will provide written notice to Consultant of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Consultant shall provide any such bonds so required by the City in connection therewith.

**B. The City's Responsibilities.**

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative's instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties of Consultant under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Consultant in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are to be provided by Consultant pursuant to **Exhibit A**.

## SECTION IV. TERM

A. Duration. The term of this Agreement (the “**Term**”) will commence on the Effective Date and will expire upon completion of Consultant’s performance of the Services, unless sooner terminated as provided herein.

## SECTION V. COMPENSATION AND PAYMENT

As compensation for Consultant’s performance of the Services, the City agrees to pay Consultant at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Consultant’s invoices to the City for compensation for Services (“**Invoices**”) shall be submitted on a monthly basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City’s receipt of an Invoice to report any concerns about the Invoice to Consultant. Any concerns shall be promptly addressed by Consultant to the reasonable satisfaction of the City, and Consultant shall submit a revised Invoice after the City’s concerns about the Invoice have been addressed.

2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City’s receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After any dispute has been settled, Consultant shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

B. Audit of Records. Consultant agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City’s audit or inspection at the City’s office during the Term and for five (5) years from the date of final payment.

## SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Consultant shall have and maintain in full force and effect, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Consultant under this Agreement;

(b) Worker's Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Consultant shall have new insurance policies in place that meet the requirements of this **Section VI** ;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

4. Consultant shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the "**Certificates of Insurance**").

#### B. Indemnification.

1. General Indemnification. Consultant shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an "**Indemnitee**") from and against all third-party losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees

(collectively, “**Losses**”) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property to the extent caused by the willful, fraudulent, or negligent acts or omissions of Consultant or its Personnel; and

(b) Consultant’s breach of any representation, warranty, or obligation of Consultant set forth in this Agreement.

2. Intellectual Property Indemnification. Consultant shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the City’s receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Consultant shall have no obligations under this **Section VI.B.2** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Consultant; (b) use of any Deliverables in combination with any materials or equipment not supplied to the City or specified by Consultant in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Consultant or its Personnel.

## **SECTION VII. TERMINATION**

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

B. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon notice to Consultant. If this Agreement is terminated by the City pursuant to this **Section VII.B**, Consultant shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Consultant shall (1) promptly discontinue all Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A.8**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, **Section X**, and

**Section XI**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## **SECTION VIII. CONSULTANT’S REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A. E-Verify. Consultant represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Consultant also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Consultant’s breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

B. Compliance with Legal Requirements. Consultant shall comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. Consultant represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location (the “Standard of Care”) and shall devote adequate resources to meet its obligations under this Agreement;

2. the City will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

3. none of the Services, Deliverables, and the City’s use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Consultant’s knowledge, threatened claims, litigation, or other proceedings pending against Consultant by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Consultant agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Consultant may disclose the Confidential Information to its Personnel and legal advisors who have a “need to know”, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential

Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Consultant becomes legally compelled to disclose any Confidential Information, Consultant shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Consultant remains required by law to disclose any Confidential Information, Consultant shall disclose no more than that portion of the Confidential Information which, on the advice of Consultant's legal counsel, Consultant is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to Consultant without restriction on use or disclosure prior to receipt of such information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Consultant; (c) is developed by Consultant independently of, and without reference to, any Confidential Information of the City; or (d) is received by Consultant from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. No Debarment. Consultant represents and warrants to the City that Consultant is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

## SECTION IX. MEETINGS

A. General. Subject to any more specific provisions set forth on **Exhibit A**, Consultant will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project to which the Services relate (the "**Project**") and for proper preparation of plans, documents, specifications, and special provisions.

B. Status Updates. Consultant may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties' regular meetings. Such additional meetings, if needed, shall be held at the City's office or at the Project site as appropriate.

## SECTION X. PROFESSIONAL ENDORSEMENTS

All final plans, documents, reports, studies, and other Deliverables prepared by Consultant pursuant to this Agreement and that customarily bear the professional endorsement or seal of a licensed professional will bear such an endorsement or seal of a person in the full employ of Consultant or its subcontractors

and duly registered in the appropriate professional category. Specifications for any such endorsement or seal may be made set forth on **Exhibit A**.

## SECTION XI. MISCELLANEOUS

A. Entire Agreement; Conflicting Provisions. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Consultant on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Consultant's proposal for the Services, in which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Consultant for the Services, the documentation and deliverables to be provided in connection with the Services, any deliverables required to bear Consultant's professional seal or endorsement, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

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

C. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North

Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party (defined as the Party recovering or defending more than 50 percent of the claim) shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

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

I. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

J. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3<sup>rd</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this **Section XI.J**):

If to the City:

The City of High Point  
Purchasing Department  
P.O. Box 230  
High Point, NC 27261

If to Consultant:

(See Consultant's address for notices on the signature page hereof.)



K. Disclosure. Consultant agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the City and securing its consent in writing. Consultant also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

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

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Consultant’s continued performance of Services is requested by the City in writing, it shall be the responsibility of Consultant to continue to provide the undisputed Services in conformity with this Agreement. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by Consultant’s breach or default under this Agreement, continue to pay Consultant any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section XI.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

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

*[SIGNATURES BEGIN ON THE NEXT PAGE]*

**IN WITNESS WHEREOF**, this Agreement is entered into by the Parties as of the Effective Date.

**The City:**

CITY OF HIGH POINT

By: \_\_\_\_\_

Name: Tasha Logan Ford

Title: City Manager

**Preaudit Certificate**

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

\_\_\_\_\_  
Bobby Fitzjohn, Finance Officer

**Consultant:**

RS&H ARCHITECTS-ENGINEERS-PLANNERS,  
INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Consultant's address for notices:*

\_\_\_\_\_

Attn: \_\_\_\_\_

**EXHIBIT A**

**to**

**AGREEMENT FOR PROFESSIONAL SERVICES**

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and Schedule

(See attached)

## High Point Department of Transportation

### Signal Timing Study Scope of Services

The City of High Point, North Carolina, (hereafter referred to as the City) has contracted with RS&H Architects Engineers Planners, Inc. (hereafter referred to as the Firm) to provide professional transportation engineering services to evaluate and optimize the signal timing of the 239 traffic signals within the City of High Point Signal System. The Firm shall provide professional engineering services necessary for evaluating the current operation to develop optimized signal timing plans, implement and fine-tune the new plans, and evaluate the final operational benefits associated with the work performed.

Work performed under this scope shall be under the direct charge of a licensed North Carolina Professional Engineer.

### **Existing Signals, Existing Timing Plans, and Assumptions**

The following is a list of the corridors in the High Point Signal System, the number of signals and timing plans for each, and assumptions regarding signal timing analysis:

#### **Corridors**

1. N Main St
  - Existing Signals: 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps.
  - Existing Timing Plans: Weekday plans range from 0 to 7, but most have 5 weekday plans. Weekend plans range from 0 to 4, but most have 3 weekend plans.
  - Assumptions:
    - 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps will be analyzed for 5 weekday plans and 3 weekend plans.
2. S Main St
  - Existing Signals: 7 signals from Ward Ave to Nathan Hunt Dr.
  - Existing Timing Plans: Weekday plans range from 5 to 6 weekday plans. There are 3 weekend plans.
  - Assumptions:
    - 7 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 weekday plans and 3 weekend plans.
3. S Main St
  - Existing Signals: 9 signals from Fraley Rd to Liberty Dr/Trindale Rd.
  - Existing Timing Plans: Weekday plans range from 5 to 7 weekday plans. Weekend plans are 3 with the exception of one signal with 7 and one that is free.
  - Assumptions:
    - 9 signals from Fraley Rd to Liberty Dr/Trindale Rd will be analyzed for 7 weekday plans and 3 weekend plans.
4. Eastchester Dr
  - Existing Signals: 10 signals from Johnson St to Cypress Ct/Gordon Road.
  - Existing Timing Plans: Weekday plans range from 1 to 9, but most have 8 weekday plans. Weekend plans range from 4 to 6, but most have 5 weekend plans.
  - Assumptions:
    - 10 signals from Johnson St to Cypress Ct/Gordon Road will be analyzed for 9 weekday plans and 5 weekend plans.
5. Eastchester Dr

- Existing Signals: 9 signals from Deep River Rd to Gallimore Dairy Rd.
  - Existing Timing Plans: Weekday plans range from 6 to 8 plans. There are 3 weekend plans.
  - Assumptions:
    - 9 signals from Deep River Rd to Gallimore Dairy Rd will be analyzed for 7 weekday plans and 3 weekend plans.
6. Central Business District
- Existing Signals: 49 signals in this downtown corridor/network.
  - Existing Timing Plans: There are 3 weekday plans and 3 weekend plans.
  - Assumptions:
    - 49 signals in the CBD will be analyzed for 3 weekday plans and 3 weekend plans.
7. Wendover Ave
- Existing Signals: 8 signals from Penny Rd to Piedmont Pkwy.
  - Existing Timing Plans: There are 5 weekday plans and 1 weekend plan.
  - Assumptions:
    - 8 signals from Penny Rd to Piedmont Pkwy will be analyzed for 5 weekday plans and 1 weekend plan.
8. Westchester Dr
- Existing Signals: 9 signals from Lexington Ave to English Rd @ South Rd.
  - Existing Timing Plans: There are 6 weekday plans but one signal runs free and there is another signal w/ 1 plan. All signals run free on the weekend.
  - Assumptions:
    - Add Market Center Dr at Old Thomasville Rd signal from Corridor 18.
    - 10 signals from Lexington Ave to Old Thomasville Rd will be analyzed for 6 weekday plans and NO weekend plan.
9. Skeet Club Rd
- Existing Signals: 8 signals from Oak Hollow Shopping Center Entrance to Johnson St @ Old Mill Rd.
  - Existing Timing Plans: Entire corridor always operates Free.
  - Assumptions: Distance from Waterview Rd to Johnson St is 1 mile and coordination between the two is unlikely. Thus, 6 signals from Oak Hollow Shopping Center to Waterview Rd will be analyzed for 4 weekday plans and 2 weekend plans.
10. Dr. ML King Jr Dr
- Existing Signals: 12 signals from University Pkwy to US 29 NB Ramp.
  - Existing Timing Plans: 5 weekday plans and 1 weekend plan. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
  - Assumptions:
    - MLK at University Pkwy move to University Pkwy Corridor 11.
    - 11 signals from Hoskins St/Onoka Ave to US 29 NB Ramp will be analyzed for 5 weekday plans and 1 weekend plan.
11. University Pkwy
- Existing Signals: 16 signals from Kearns Ave to Main St. However, Main St is double counted from Corridor 1.
  - Existing Timing Plans: 3 weekday plans from Kerns Ave to Leonard Ave. and 1 weekend plan. Signals from Davis Ave to Lexington, and East Mall to Old Winston Rd @ Oakview Rd run free during the weekdays. Davis has 3 plans during the weekend. Eat Mall and West Mall have 3 plans on Saturday and 3 plans on Sunday. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
  - Assumptions:
    - Main St accounted for in Corridor 1.

- MLK at University Pkwy move from Corridor 10 to University Pkwy Corridor 11.
- 15 signals from Kearns Ave to Old Winston Rd @ Oakview Rd will be analyzed for 3 weekday plans and 3 weekend plans.
- Coordinate with Corridors 4 and 22.
- Market plans from Dr. ML King Jr Dr to Eastchester Dr will be developed and will be included in a combined Corridors 4, 11, and 22 network.

#### 12. Main St (Archdale)

- Existing Signals: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr.
- Existing Timing Plans: 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr will be analyzed for 4 weekday plans and 1 weekend plan.

#### 13. Main St (Jamestown)

- Existing Signals: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd.
- Existing Timing Plans: For most signals, 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd will be analyzed for 4 weekday plans and 1 weekend plan.

#### 14. Lexington Ave/Jamestown Pkwy

- Existing Signals: 6 signals from Montlieu Ave to Greensboro Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 3 weekend plans.
- Assumptions: 6 signals from Montlieu Ave to Greensboro Rd will be analyzed for 5 weekday plans and 3 weekend plans.

#### 15. Brentwood St

- Existing Signals: 5 signals from Green Dr to Springfield Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Green Dr to Springfield Rd will be analyzed for 5 weekday plans and 1 weekend plan.

#### 16. Green Drive/Fairfield Road

- Existing Signals: 5 signals from Trinity Rd to Surrett Dr.
- Existing Timing Plans: A maximum of 4 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Trinity Rd to Surrett Dr will be analyzed for 4 weekday plans and 1 weekend plan.

#### 17. Guilford College Rd

- Existing Signals: 6 signals from Hickory Grove Rd to Guilford Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - Distance from Piedmont Pkwy/Hilltop Rd to Mackay Rd/Thorndike Rd is 1.3 miles and coordination between the two is unlikely.
  - 4 signals from Hickory Grove Rd to Piedmont Pkwy/Hilltop Rd will be analyzed for 5 weekday plans and 1 weekend plan (to match number of plans on Wendover).

#### 18. Market Center Dr

- Existing Signals: 5 signals from Old Thomasville Rd to Surrett Dr.
- Existing Timing Plans: Entire corridor always operates Free, except for Old Thomasville Rd which appears to be coordinated with Corridor 8 (Westchester).
- Assumptions:
  - Move Old Thomasville Rd to Corridor 8.
  - 4 signals from Green Dr to Surrett Dr will be analyzed for 5 weekday plans and 1 weekend plan.

#### 19. Prospect St

- Existing Signals: 2 signals from Eugene Ave to Blandwood Dr.

- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 2 signals will be analyzed for 4 weekday plans and 1 weekend plan.
  - No before or after travel time runs (only ~1,100 feet between the signals).

#### 20. Green Dr

- Existing Signals: 3 signals from Brentwood St to I-74 EB Ramp.
- Existing Timing Plans: 3 weekday plans and 1 weekend plan.
- Assumptions:
  - 3 signals will be analyzed for 3 weekday plans and 1 weekend plan.
  - No before or after travel time runs (only ~1,600 feet between the Brentwood and I-74 EB Ramp).

#### 21. Johnson St

- Existing Signals: 3 signals from I-74 WB Ramp to Oakview Rd.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
  - 3 signals will be analyzed for 6 weekday plans.
  - No before or after travel time runs (only ~2,260 feet between the Brentwood and I-74 EB Ramp).

#### 22. Centennial St

- Existing Signals: 3 signals from Qubein Ave to Beaucrest Ave. This does not account for University Pkwy which is accounted for in Corridor 11.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
  - 3 signals will be analyzed for 6 weekday plans.
  - Coordinate with Corridors 4 & 11.

#### 23. Barrow Rd

- Existing Signals: 2 signals from Southwest School Rd to Willard Dairy Rd
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 2 signals will be analyzed for 4 weekday plans and NO weekend plans.
  - No before or after travel time runs (only ~1,950 feet between the signals).

#### 24. Hwy 62 (Liberty Rd)

- Existing Signals: 3 signals from Fairfield Rd/Aldridge Rd to I-85 NB Ramps
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 3 signals will be analyzed for 4 weekday plans and NO weekend plans.
  - No before or after travel time runs (corridor only ~7/10ths of a mile long).

#### 25. Jamestown Pkwy

- Existing Signals: 4 signals from Manor Dr to Harvey Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 4 signals from Manor Dr to Harvey Rd will be analyzed for 4 weekday plans and NO weekend plans.
- 

#### 26. Piedmont Pkwy

- Existing Signals: 2 signals from Morris Farm Dr to Tarrant Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:



- 2 signals from Morris Farm Dr to Tarrant Rd will be analyzed for 2 weekday plans and NO weekend plans.
  - No before or after travel time runs (only ~1/2 mile between the signals).
- US 29 / I-74 Interchange
- 27. US 29 / I-74 Interchange
  - Existing Signals: 4 signals in interchange.
  - Existing Timing Plans: Entire corridor always operates Free.
  - Assumptions:
    - 4 signals will be analyzed for 4 weekday plans and NO weekend plans.
    - No before or after travel time runs.
- 28. Isolated / Unaccounted Signals
  - Existing Signals: 23 signals in City not accounted for in Corridors 1 through 27.
  - Existing Timing Plans: Entire corridor always operates Free.
  - Assumptions:
    - TMCs will be collected for all 23 signals.
    - Evaluations will be conducted if there are any remaining funds.
    - No before or after travel time runs.

In addition to the corridors with their regular TOD, several corridors have Market plans.

- Corridor 1 - N Main St
  - Existing Signals: 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd.
  - Existing Market Timing Plans: Market plans range from 6 to 9, but most signals have 7 plans.
  - Assumptions:
    - 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd will be analyzed for 7 Market plans.
- Corridor 2 - S Main St
  - Existing Signals: 6 signals from Ward Ave to Nathan Hunt Dr.
  - Existing Timing Plans: There are 6 Market plans.
  - Assumptions:
    - 6 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 Market plans.
- Corridor 4 - Eastchester Dr
  - Existing Signals: 5 signals from Johnson St to Cypress Ct/Gordon Road have market plans.
  - Existing Timing Plans: Market plans range from 7 to 9, but most have 9 Market plans.
  - Assumptions:
    - Include the following signals into Corridor 4 Market plan analysis:
      - 1 signal at University Pkwy and Dr ML King Jr Dr (Corridor 11)
      - 3 signals on Centennial St from Lexington Ave to Beaucrest Ave (Corridor 22)
    - 9 signals will be analyzed for 9 Market plans.
- Corridor 5 - Eastchester Dr
  - Existing Signals: 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave.
  - Existing Timing Plans: 2 signals have 7 Market plans and 1 has 9 Market plans.
  - Assumptions:
    - 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave will be analyzed for 7 Market plans.

The Firm is responsible for completing each of the following tasks over the course of the life of the project.

### **Task 1: Project Management**

The Firm will manage and administer the project with the City throughout the duration of this assignment. This includes the coordination of meetings, technical aspects of the assignment, and submittals.

#### **Work Standards**

Plans will be prepared in accordance with the latest edition of the following:

- NCDOT Signal System Timing Philosophy Manual
- The Manual on Uniform Traffic Control Devices (MUTCD)
- North Carolina Supplement to the MUTCD

The Firm shall notify the City in advance of performing any field work.

#### **Invoices and Progress Reports**

All invoices shall be accompanied by a progress report with the following:

- Work accomplished during the report period.
- Table depicting corridors, percent of total fee for each corridor, percent of each corridor complete to date, percent of fee complete for each corridor, and total percent complete for the report period.
- Unusual problems or issues encountered during the report period.
- Proposed actions for the next reporting period.

#### **Schedule**

The Firm shall commence work once receiving the Notice to Proceed (NTP) and complete the project no later than May 31, 2026. The Firm's intent is to develop and implement regular time-of-day (TOD) timing plans for approximately one third of the 239 signals each during Fall 2024, Spring 2025, and Fall 2025. The Firm will also develop Furniture Market timing plans with data collection and existing timing analysis during Fall 2024, optimization and implementation/fine-tuning during Spring 2025, and any necessary plan refinement during the Fall 2025. Further fine-tuning, if necessary, of the market plans will be finalized during Spring 2026. Standard review time by the city is two weeks, although additional time is required if multiple submittals are received simultaneously.

Reasonable extensions for unforeseen delays may be allowed as agreed to by mutual consent between the Firm and the City.

#### **Existing System Data**

The city staff will provide all existing data available for the system including Centrac's timing databases (electronic form), any Synchro files, and any current signal plans for City signals.

#### **Project Kick-Off Meeting**

Upon notice to proceed, the Firm will schedule and coordinate a project kick-off meeting involving all key City staff and the Firm's key team members. This meeting will provide an environment to define clear lines of communication, clarify fine points of the scope, discuss basic timing parameter

development, ensure consistent application of signal timing philosophies, emphasize critical schedule points, identify project goals and objectives, review any reporting requirements, and ensure uniform understanding of the evaluation plan.

### **Signal Timing Teams Coordination Meeting**

Upon notice to proceed, the Firm will host a coordination meeting of all team members to set uniform signal timing development procedures.

### **Task 2: Corridor Kick-Off Meeting and Signal Timing Score Card**

The Firm and City staff shall conduct a kick-off meeting for each corridor. Multiple corridors can be combined into one kick-off meeting. The Firm's project manager, technical advisor, and signal timing team leaders will attend these meetings. Participants will discuss in depth the quantitative and qualitative goals of the optimization process for each existing timing plan of each corridor. Critical intersections will be identified. Possible expansion/reduction of the corridor boundaries and whether coordination between adjacent corridors is possible or advisable will be discussed.

The Firm will use an 8.5"x11" signal timing score card for each corridor and timing plan combination. It will contain space for essential information such as number of signals, the time plan schedule, corridor context, the objectives of the timing, and measures of effectiveness (MOEs). Tables will also be provided for Synchro MOEs, existing/proposed cycle lengths, and before/after travel time results.

This meeting may be held virtually via Microsoft Teams.

### **Task 3: Field Data Collection**

#### **Turning Movement Counts**

The Firm will be responsible for collecting weekday 12-hour turning movement counts (TMCs) at all 239 of the signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected.

The Firm will be responsible for collecting weekend 12-hour TMCs at 36 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

The Firm will be responsible for collecting Furniture Market 12-hour TMCs at 12 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

#### **Field Investigations**

The Firm will conduct field surveys to:

- verify intersection geometrics,
- speed limits,
- signal equipment working order,
- timing parameters,

- signal phasing,
- identify trouble areas (excessive queues, turn lane spillovers, and platoons arriving too early or late),
- identify adjacent land uses,
- limited number of saturation flow rate spot checks.

The Firm will provide red-lined signal plans to the City that indicate changes or equipment issues.

#### **Task 4: Evaluation of Existing Signal System Operations**

##### **Signal Timing Model Base Files**

The Firm will enter (or verify) existing geometric parameters into Synchro. It will also enter/verify the existing timing parameters and new TMCs. The Synchro files will be exported to Tru-Traffic files for the before travel time studies.

##### **Before Travel Time Studies**

The Firm will conduct before travel time studies (BTTs) with Tru-Traffic to calibrate the Synchro models as well as provide an MOE baseline. The BTTs will be conducted in accordance with NCDOT's [Standard Practice for Travel Time Runs](#). However, if there is a great disparity in speed between two adjacent lanes, the timing team members will drive half of the runs solely in the left lane and the remaining half of the runs in right lane. This will better capture the true variation in link speeds to enable better calibration of the Synchro models.

##### **Synchro Model Calibration**

The Firm will code the Synchro corridor for one time period, usually AM Peak, and conduct a two-step quality check (QC). Once the AM Peak Synchro corridor is coded with the geometric, volume, and existing signal timing data, we will use SimTraffic to detect coding errors and omissions not readily detected in Synchro. The signal timing team will then calibrate Synchro by visually validating the SimTraffic simulation by comparing it to observed existing field conditions, and comparing the simulated travel time results with the BTTs. Once satisfied with the calibration of the first time period, the Firm will then proceed to calibrate the remaining time period models using the same methods.

The Firm's signal timing team leaders will then conduct a QC check to ensure small mistakes are not carried out through the entire optimization process.

#### **Task 5: Develop Signal System Timing Plans**

##### **Model Optimization**

The Firm will optimize corridor signals' cycle length, splits, phase order, offsets, and/or other timing parameters to meet the City's objective(s) for the corridor and maximize MOE improvement. The Firm will use Synchro, Tru-Traffic, and SimTraffic to accomplish this.

Once the best timing plans are achieved, the Firm's Quality Assurance Leader will conduct quality checks on the timing plans to provide an independent check and ensure uniformity of product.

## **Time-of-Day Schedule and Number of Timing Plans**

The Firm will conduct analysis of each hour within the existing Time-of-Day (TOD) schedule to determine if any plans can be eliminated. The Firm will analyze the hour TMCs with the optimized timing plan developed for that hour, as well as the preceding and following optimized timing plans to determine whether the plan can be eliminated. This will also serve to identify an accurate determination of break points between the timing plans.

This task does not include the following:

- Controller cabinet testing of proposed timing plans
- Centrac's graphics development
- Verification of detector assignment or logging

### **Task 6: Preliminary Signal Timing Score Card and Meeting**

The Firm will submit an updated corridor signal timing score card for each corridor and time period combination. In addition to the information filled in during the corridor kick-off meeting, the score card will list the strategies and tactics used in the optimization. The Synchro MOEs table will be filled in with the existing and proposed timing plan values. The travel time results table will have the before travel time results. The score card will also contain a design narrative that succinctly describes assumptions, methodology, challenges, and decisions encountered in the optimization process.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs. The second will show the proposed timing plan parameters.

City staff will have two weeks to review the score cards.

After reviewing the score cards for a corridor, the city staff, Firm project manager and signal timing team leader will meet to discuss the results. A decision will then be made whether the anticipated MOE gains are worth proceeding to implementation.

If the decision is made to proceed to implementation, the Firm will enter the proposed timing parameters and TOD schedule into the electronic Centrac's database and submit them to the city.

### **Task 7: Field Implementation and Fine-Tuning of New Timing Plans**

The Firm will provide an implementation schedule to the city two weeks prior to the proposed implementation date. Multiple corridors will be implemented at the same time to maximize efficient use of personnel. One team member will be in the Traffic Management Center to have an overview of the corridor via CCTV cameras while the other team members will be observing traffic at the intersections and along corridors, and conducting preliminary after travel time studies.

Signal timing team members will call in fine-tuning timing plan changes as necessary. City staff will enter the changes in Centrac's.

Synchro and Tru-Traffic files will be updated as fine-tuning changes are made.

Proposed TOD start/end times will be validated to ensure they are proper for the traffic conditions.

Without additional cost to the city, the Firm shall be responsible for responding to any operational issues related to the final signal timing plans for up to one (1) month after final implementation and fine-tuning.

### **Task 8: Evaluation of Signal System Operations (Travel-Time Runs)**

Once the city and the Firm are satisfied with the fine-tuning effort, the Firm will conduct After Travel Time Studies (ATTs). The timing teams will conduct the ATTs in the same way the BTTs were conducted - same drivers, same days, same methods.

Outputs of the Tru-Traffic reports must include Cumulative Travel Time (CTT), Cumulative Delay (CD), Cumulative Stop Delay (CStopD), CStops, LOSDelay, CAS.

### **Task 9: Final Corridor Signal Timing Score Card**

The Firm will submit a final corridor signal timing score card for each corridor and time period combination. The score cards will be updated so that the Synchro MOEs table reflects the final timing plan MOE values. Likewise, the travel time table will be updated with the final timing plan after travel time results. The design narrative section will be updated with any applicable changes or actions taken during fine-tuning.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs as it was in Task 5. The second will show the final timing plan parameters and the after travel time runs.

City staff will have two weeks to review the score cards.

### **Task 10: Corridor Closeout Meetings with City Staff**

The Firm shall meet with city staff at the end of each timing season (Fall 2024, Spring 2025, Fall 2025, and the Market), for up to four hours per meeting, to review and explain all work done on each corridor during the season. The discussion shall include review of the final corridor score cards, existing and final Tru-Traffic time-space diagrams, background information for decisions made regarding coordination schedules and cycle lengths, the before/after travel time results as well as any recommendations. These meetings will be held virtually via Microsoft Teams.

**EXHIBIT B**

**to**

**AGREEMENT FOR PROFESSIONAL SERVICES**

Certificate(s) of Insurance

(See attached)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 500 Jacksonville FL 32256	<b>CONTACT NAME:</b> Danielle Conklin <b>PHONE (A/C, No, Ext):</b> (904) 565-8286 <b>E-MAIL ADDRESS:</b> Danielle.Conklin@bbrown.com <b>FAX (A/C, No):</b> (904) 565-2440																					
<b>INSURED</b> RS&H, Inc. 10748 Deerwood Pk Blvd S See Second Page for All Named Insureds Jacksonville FL 32256	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>American Guarantee and Liability Insurance Company</td><td>26247</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	American Guarantee and Liability Insurance Company	26247	INSURER C:	Travelers Property Casualty Company of America	25674	INSURER D:	Continental Insurance Company	35289	INSURER E:			INSURER F:		
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INSURER D:	Continental Insurance Company	35289																				
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 24-25 Liability**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket AI- PNC <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO1466409-02	06/28/2024	06/28/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blanket AI <input checked="" type="checkbox"/> Blanket WOS	Y	Y	BAP1469564-02	06/28/2024	06/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			See Attached	06/28/2024	06/28/2025	EACH OCCURRENCE \$ 29,000,000 AGGREGATE \$ 29,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WC0411471-02	06/28/2024	06/28/2025 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #1-2023-00179; High Point Signal Timing Study

City of High Point is included as additional insured with respect to the General Liability and Auto Liability policies when required by written contract. Waiver of subrogation in favor of City of High Point is included with respect to the General Liability, Auto Liability, and Workers' Compensation coverage when required by written contract. 30-day notice of cancellation provided per policy provisions.

**CERTIFICATE HOLDER****CANCELLATION**

City of High Point Attn: Erik Edwards PO Box 230 High Point NC 27261	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_\_ of \_\_\_\_\_

<b>AGENCY</b> Brown & Brown Insurance Services, Inc.		<b>NAMED INSURED</b> RS&H, Inc
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Umbrella Total Limit: \$29,000,000  
Primary \$9M - American Guarantee and Liability Insurance Company; Policy #AUC-1469558-02  
\$10M XS \$9M - Travelers Property Casualty Company of America; Policy #EX-6T35064A-24-NF  
\$10M XS \$19M - Continental Insurance Company; Policy #7039681430

**NAMED INSURED LIST:**

HB&A, LLC  
Reynolds, Smith and Hills Architects – Engineers Planners, P.A.  
Reynolds, Smith and Hills CS, Incorporated  
Reynolds, Smith and Hills, Inc.  
RS&H Alabama, Inc  
RS&H Architect and Engineer, P.C.  
RS&H Architects-Engineers-Planners, Inc.  
RS&H Arkansas, Inc.  
RS&H California, Inc.  
RS&H Commercial Realty, Inc.  
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RS&H Iowa, P.C  
RS&H Maryland, Inc.  
RS&H Massachusetts, Inc.  
RS&H Michigan, Inc.  
RS&H Mississippi, P.C.  
RS&H Montana, P.C.  
RS&H Nevada, Inc.  
RS&H Ohio, Inc.  
RS&H Oregon, Architects-Engineers-Planner, P.C.  
RS&H Pennsylvania, Inc.  
Tsiouvaras Simmons Holderness, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Greyling COI Specialist <b>PHONE (A/C, No, Ext):</b> 770.756.6599 <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com <b>FAX (A/C, No):</b>
<b>INSURED</b> RS&H, Inc. 10748 Deerwood Park Blvd South Jacksonville, FL 80237-0000	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyd's of London <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 85202

**COVERAGES****CERTIFICATE NUMBER:** 1596847691**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Incl. Pollution			B0146LDUSA2404894	6/28/2024	6/28/2025	Per Claim Aggregate \$5,000,000 \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # 1-2023-00179

Project Name: High Point Signal Timing Study

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of High Point  
PO Box 230  
High Point NC 27261

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## High Point Department of Transportation

### Signal Timing Study Scope of Services

The City of High Point, North Carolina, (hereafter referred to as the City) has contracted with RS&H Architects Engineers Planners, Inc. (hereafter referred to as the Firm) to provide professional transportation engineering services to evaluate and optimize the signal timing of the 239 traffic signals within the City of High Point Signal System. The Firm shall provide professional engineering services necessary for evaluating the current operation to develop optimized signal timing plans, implement and fine-tune the new plans, and evaluate the final operational benefits associated with the work performed.

Work performed under this scope shall be under the direct charge of a licensed North Carolina Professional Engineer.

### **Existing Signals, Existing Timing Plans, and Assumptions**

The following is a list of the corridors in the High Point Signal System, the number of signals and timing plans for each, and assumptions regarding signal timing analysis:

#### **Corridors**

1. N Main St
  - Existing Signals: 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps.
  - Existing Timing Plans: Weekday plans range from 0 to 7, but most have 5 weekday plans. Weekend plans range from 0 to 4, but most have 3 weekend plans.
  - Assumptions:
    - 18 signals from Qubein Ave/Sunset Dr to the Old Plank Rd/I-74 Ramps will be analyzed for 5 weekday plans and 3 weekend plans.
2. S Main St
  - Existing Signals: 7 signals from Ward Ave to Nathan Hunt Dr.
  - Existing Timing Plans: Weekday plans range from 5 to 6 weekday plans. There are 3 weekend plans.
  - Assumptions:
    - 7 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 weekday plans and 3 weekend plans.
3. S Main St
  - Existing Signals: 9 signals from Fraley Rd to Liberty Dr/Trindale Rd.
  - Existing Timing Plans: Weekday plans range from 5 to 7 weekday plans. Weekend plans are 3 with the exception of one signal with 7 and one that is free.
  - Assumptions:
    - 9 signals from Fraley Rd to Liberty Dr/Trindale Rd will be analyzed for 7 weekday plans and 3 weekend plans.
4. Eastchester Dr
  - Existing Signals: 10 signals from Johnson St to Cypress Ct/Gordon Road.
  - Existing Timing Plans: Weekday plans range from 1 to 9, but most have 8 weekday plans. Weekend plans range from 4 to 6, but most have 5 weekend plans.
  - Assumptions:
    - 10 signals from Johnson St to Cypress Ct/Gordon Road will be analyzed for 9 weekday plans and 5 weekend plans.
5. Eastchester Dr

- Existing Signals: 9 signals from Deep River Rd to Gallimore Dairy Rd.
  - Existing Timing Plans: Weekday plans range from 6 to 8 plans. There are 3 weekend plans.
  - Assumptions:
    - 9 signals from Deep River Rd to Gallimore Dairy Rd will be analyzed for 7 weekday plans and 3 weekend plans.
6. Central Business District
- Existing Signals: 49 signals in this downtown corridor/network.
  - Existing Timing Plans: There are 3 weekday plans and 3 weekend plans.
  - Assumptions:
    - 49 signals in the CBD will be analyzed for 3 weekday plans and 3 weekend plans.
7. Wendover Ave
- Existing Signals: 8 signals from Penny Rd to Piedmont Pkwy.
  - Existing Timing Plans: There are 5 weekday plans and 1 weekend plan.
  - Assumptions:
    - 8 signals from Penny Rd to Piedmont Pkwy will be analyzed for 5 weekday plans and 1 weekend plan.
8. Westchester Dr
- Existing Signals: 9 signals from Lexington Ave to English Rd @ South Rd.
  - Existing Timing Plans: There are 6 weekday plans but one signal runs free and there is another signal w/ 1 plan. All signals run free on the weekend.
  - Assumptions:
    - Add Market Center Dr at Old Thomasville Rd signal from Corridor 18.
    - 10 signals from Lexington Ave to Old Thomasville Rd will be analyzed for 6 weekday plans and NO weekend plan.
9. Skeet Club Rd
- Existing Signals: 8 signals from Oak Hollow Shopping Center Entrance to Johnson St @ Old Mill Rd.
  - Existing Timing Plans: Entire corridor always operates Free.
  - Assumptions: Distance from Waterview Rd to Johnson St is 1 mile and coordination between the two is unlikely. Thus, 6 signals from Oak Hollow Shopping Center to Waterview Rd will be analyzed for 4 weekday plans and 2 weekend plans.
10. Dr. ML King Jr Dr
- Existing Signals: 12 signals from University Pkwy to US 29 NB Ramp.
  - Existing Timing Plans: 5 weekday plans and 1 weekend plan. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
  - Assumptions:
    - MLK at University Pkwy move to University Pkwy Corridor 11.
    - 11 signals from Hoskins St/Oneka Ave to US 29 NB Ramp will be analyzed for 5 weekday plans and 1 weekend plan.
11. University Pkwy
- Existing Signals: 16 signals from Kearns Ave to Main St. However, Main St is double counted from Corridor 1.
  - Existing Timing Plans: 3 weekday plans from Kerns Ave to Leonard Ave. and 1 weekend plan. Signals from Davis Ave to Lexington, and East Mall to Old Winston Rd @ Oakview Rd run free during the weekdays. Davis has 3 plans during the weekend. Eat Mall and West Mall have 3 plans on Saturday and 3 plans on Sunday. But some signals run free, and some have 6 weekday plans, and some have 3 weekend plans.
  - Assumptions:
    - Main St accounted for in Corridor 1.

- MLK at University Pkwy move from Corridor 10 to University Pkwy Corridor 11.
- 15 signals from Kearns Ave to Old Winston Rd @ Oakview Rd will be analyzed for 3 weekday plans and 3 weekend plans.
- Coordinate with Corridors 4 and 22.
- Market plans from Dr. ML King Jr Dr to Eastchester Dr will be developed and will be included in a combined Corridors 4, 11, and 22 network.

#### 12. Main St (Archdale)

- Existing Signals: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr.
- Existing Timing Plans: 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Balfour Dr/Ashland St to Comanche Dr/Tarheel Dr will be analyzed for 4 weekday plans and 1 weekend plan.

#### 13. Main St (Jamestown)

- Existing Signals: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd.
- Existing Timing Plans: For most signals, 4 weekday plans and 1 weekend plan
- Assumptions: 5 signals from Penny Rd/Wrenn Farm Dr to Guilford Rd will be analyzed for 4 weekday plans and 1 weekend plan.

#### 14. Lexington Ave/Jamestown Pkwy

- Existing Signals: 6 signals from Montlieu Ave to Greensboro Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 3 weekend plans.
- Assumptions: 6 signals from Montlieu Ave to Greensboro Rd will be analyzed for 5 weekday plans and 3 weekend plans.

#### 15. Brentwood St

- Existing Signals: 5 signals from Green Dr to Springfield Rd.
- Existing Timing Plans: A maximum of 5 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Green Dr to Springfield Rd will be analyzed for 5 weekday plans and 1 weekend plan.

#### 16. Green Drive/Fairfield Road

- Existing Signals: 5 signals from Trinity Rd to Surrett Dr.
- Existing Timing Plans: A maximum of 4 weekday plans and 1 weekend plan.
- Assumptions: 5 signals from Trinity Rd to Surrett Dr will be analyzed for 4 weekday plans and 1 weekend plan.

#### 17. Guilford College Rd

- Existing Signals: 6 signals from Hickory Grove Rd to Guilford Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - Distance from Piedmont Pkwy/Hilltop Rd to Mackay Rd/Thorndike Rd is 1.3 miles and coordination between the two is unlikely.
  - 4 signals from Hickory Grove Rd to Piedmont Pkwy/Hilltop Rd will be analyzed for 5 weekday plans and 1 weekend plan (to match number of plans on Wendover).

#### 18. Market Center Dr

- Existing Signals: 5 signals from Old Thomasville Rd to Surrett Dr.
- Existing Timing Plans: Entire corridor always operates Free, except for Old Thomasville Rd which appears to be coordinated with Corridor 8 (Westchester).
- Assumptions:
  - Move Old Thomasville Rd to Corridor 8.
  - 4 signals from Green Dr to Surrett Dr will be analyzed for 5 weekday plans and 1 weekend plan.

#### 19. Prospect St

- Existing Signals: 2 signals from Eugene Ave to Blandwood Dr.

- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 2 signals will be analyzed for 4 weekday plans and 1 weekend plan.
  - No before or after travel time runs (only ~1,100 feet between the signals).

#### 20. Green Dr

- Existing Signals: 3 signals from Brentwood St to I-74 EB Ramp.
- Existing Timing Plans: 3 weekday plans and 1 weekend plan.
- Assumptions:
  - 3 signals will be analyzed for 3 weekday plans and 1 weekend plan.
  - No before or after travel time runs (only ~1,600 feet between the Brentwood and I-74 EB Ramp).

#### 21. Johnson St

- Existing Signals: 3 signals from I-74 WB Ramp to Oakview Rd.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
  - 3 signals will be analyzed for 6 weekday plans.
  - No before or after travel time runs (only ~2,260 feet between the Brentwood and I-74 EB Ramp).

#### 22. Centennial St

- Existing Signals: 3 signals from Qubein Ave to Beaucrest Ave. This does not account for University Pkwy which is accounted for in Corridor 11.
- Existing Timing Plans: 6 weekday plans and NO weekend plans.
- Assumptions:
  - 3 signals will be analyzed for 6 weekday plans.
  - Coordinate with Corridors 4 & 11.

#### 23. Barrow Rd

- Existing Signals: 2 signals from Southwest School Rd to Willard Dairy Rd
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 2 signals will be analyzed for 4 weekday plans and NO weekend plans.
  - No before or after travel time runs (only ~1,950 feet between the signals).

#### 24. Hwy 62 (Liberty Rd)

- Existing Signals: 3 signals from Fairfield Rd/Aldridge Rd to I-85 NB Ramps
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 3 signals will be analyzed for 4 weekday plans and NO weekend plans.
  - No before or after travel time runs (corridor only ~7/10ths of a mile long).

#### 25. Jamestown Pkwy

- Existing Signals: 4 signals from Manor Dr to Harvey Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:
  - 4 signals from Manor Dr to Harvey Rd will be analyzed for 4 weekday plans and NO weekend plans.
- 

#### 26. Piedmont Pkwy

- Existing Signals: 2 signals from Morris Farm Dr to Tarrant Rd.
- Existing Timing Plans: Entire corridor always operates Free.
- Assumptions:

- 2 signals from Morris Farm Dr to Tarrant Rd will be analyzed for 2 weekday plans and NO weekend plans.
  - No before or after travel time runs (only ~1/2 mile between the signals).
- US 29 / I-74 Interchange
- 27. US 29 / I-74 Interchange
  - Existing Signals: 4 signals in interchange.
  - Existing Timing Plans: Entire corridor always operates Free.
  - Assumptions:
    - 4 signals will be analyzed for 4 weekday plans and NO weekend plans.
    - No before or after travel time runs.
- 28. Isolated / Unaccounted Signals
  - Existing Signals: 23 signals in City not accounted for in Corridors 1 through 27.
  - Existing Timing Plans: Entire corridor always operates Free.
  - Assumptions:
    - TMCs will be collected for all 23 signals.
    - Evaluations will be conducted if there are any remaining funds.
    - No before or after travel time runs.

In addition to the corridors with their regular TOD, several corridors have Market plans.

- Corridor 1 - N Main St
  - Existing Signals: 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd.
  - Existing Market Timing Plans: Market plans range from 6 to 9, but most signals have 7 plans.
  - Assumptions:
    - 11 signals from Qubein Ave/Sunset Dr to Belle Dr/Old Winston Rd will be analyzed for 7 Market plans.
- Corridor 2 - S Main St
  - Existing Signals: 6 signals from Ward Ave to Nathan Hunt Dr.
  - Existing Timing Plans: There are 6 Market plans.
  - Assumptions:
    - 6 signals from Ward Ave to Nathan Hunt Dr will be analyzed for 6 Market plans.
- Corridor 4 - Eastchester Dr
  - Existing Signals: 5 signals from Johnson St to Cypress Ct/Gordon Road have market plans.
  - Existing Timing Plans: Market plans range from 7 to 9, but most have 9 Market plans.
  - Assumptions:
    - Include the following signals into Corridor 4 Market plan analysis:
      - 1 signal at University Pkwy and Dr ML King Jr Dr (Corridor 11)
      - 3 signals on Centennial St from Lexington Ave to Beaucrest Ave (Corridor 22)
    - 9 signals will be analyzed for 9 Market plans.
- Corridor 5 - Eastchester Dr
  - Existing Signals: 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave.
  - Existing Timing Plans: 2 signals have 7 Market plans and 1 has 9 Market plans.
  - Assumptions:
    - 3 signals from Deep River Rd to Skeet Club Rd/Wendover Ave will be analyzed for 7 Market plans.

The Firm is responsible for completing each of the following tasks over the course of the life of the project.

### **Task 1: Project Management**

The Firm will manage and administer the project with the City throughout the duration of this assignment. This includes the coordination of meetings, technical aspects of the assignment, and submittals.

#### **Work Standards**

Plans will be prepared in accordance with the latest edition of the following:

- NCDOT Signal System Timing Philosophy Manual
- The Manual on Uniform Traffic Control Devices (MUTCD)
- North Carolina Supplement to the MUTCD

The Firm shall notify the City in advance of performing any field work.

#### **Invoices and Progress Reports**

All invoices shall be accompanied by a progress report with the following:

- Work accomplished during the report period.
- Table depicting corridors, percent of total fee for each corridor, percent of each corridor complete to date, percent of fee complete for each corridor, and total percent complete for the report period.
- Unusual problems or issues encountered during the report period.
- Proposed actions for the next reporting period.

#### **Schedule**

The Firm shall commence work once receiving the Notice to Proceed (NTP) and complete the project no later than May 31, 2026. The Firm's intent is to develop and implement regular time-of-day (TOD) timing plans for approximately one third of the 239 signals each during Fall 2024, Spring 2025, and Fall 2025. The Firm will also develop Furniture Market timing plans with data collection and existing timing analysis during Fall 2024, optimization and implementation/fine-tuning during Spring 2025, and any necessary plan refinement during the Fall 2025. Further fine-tuning, if necessary, of the market plans will be finalized during Spring 2026. Standard review time by the city is two weeks, although additional time is required if multiple submittals are received simultaneously.

Reasonable extensions for unforeseen delays may be allowed as agreed to by mutual consent between the Firm and the City.

#### **Existing System Data**

The city staff will provide all existing data available for the system including Centrac's timing databases (electronic form), any Synchro files, and any current signal plans for City signals.

#### **Project Kick-Off Meeting**

Upon notice to proceed, the Firm will schedule and coordinate a project kick-off meeting involving all key City staff and the Firm's key team members. This meeting will provide an environment to define clear lines of communication, clarify fine points of the scope, discuss basic timing parameter



development, ensure consistent application of signal timing philosophies, emphasize critical schedule points, identify project goals and objectives, review any reporting requirements, and ensure uniform understanding of the evaluation plan.

### **Signal Timing Teams Coordination Meeting**

Upon notice to proceed, the Firm will host a coordination meeting of all team members to set uniform signal timing development procedures.

### **Task 2: Corridor Kick-Off Meeting and Signal Timing Score Card**

The Firm and City staff shall conduct a kick-off meeting for each corridor. Multiple corridors can be combined into one kick-off meeting. The Firm's project manager, technical advisor, and signal timing team leaders will attend these meetings. Participants will discuss in depth the quantitative and qualitative goals of the optimization process for each existing timing plan of each corridor. Critical intersections will be identified. Possible expansion/reduction of the corridor boundaries and whether coordination between adjacent corridors is possible or advisable will be discussed.

The Firm will use an 8.5"x11" signal timing score card for each corridor and timing plan combination. It will contain space for essential information such as number of signals, the time plan schedule, corridor context, the objectives of the timing, and measures of effectiveness (MOEs). Tables will also be provided for Synchro MOEs, existing/proposed cycle lengths, and before/after travel time results.

This meeting may be held virtually via Microsoft Teams.

### **Task 3: Field Data Collection**

#### **Turning Movement Counts**

The Firm will be responsible for collecting weekday 12-hour turning movement counts (TMCs) at all 239 of the signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected.

The Firm will be responsible for collecting weekend 12-hour TMCs at 36 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

The Firm will be responsible for collecting Furniture Market 12-hour TMCs at 12 signalized intersections. These TMCs will identify, at a minimum, AM Peak, Midday, and PM Peak hours. In addition, pedestrian, bus, and heavy vehicle volumes will be collected. Physical TMCs will be supplemented with synthetic TMCs.

#### **Field Investigations**

The Firm will conduct field surveys to:

- verify intersection geometrics,
- speed limits,
- signal equipment working order,
- timing parameters,

- signal phasing,
- identify trouble areas (excessive queues, turn lane spillovers, and platoons arriving too early or late),
- identify adjacent land uses,
- limited number of saturation flow rate spot checks.

The Firm will provide red-lined signal plans to the City that indicate changes or equipment issues.

#### **Task 4: Evaluation of Existing Signal System Operations**

##### **Signal Timing Model Base Files**

The Firm will enter (or verify) existing geometric parameters into Synchro. It will also enter/verify the existing timing parameters and new TMCs. The Synchro files will be exported to Tru-Traffic files for the before travel time studies.

##### **Before Travel Time Studies**

The Firm will conduct before travel time studies (BTTs) with Tru-Traffic to calibrate the Synchro models as well as provide an MOE baseline. The BTTs will be conducted in accordance with NCDOT's [Standard Practice for Travel Time Runs](#). However, if there is a great disparity in speed between two adjacent lanes, the timing team members will drive half of the runs solely in the left lane and the remaining half of the runs in right lane. This will better capture the true variation in link speeds to enable better calibration of the Synchro models.

##### **Synchro Model Calibration**

The Firm will code the Synchro corridor for one time period, usually AM Peak, and conduct a two-step quality check (QC). Once the AM Peak Synchro corridor is coded with the geometric, volume, and existing signal timing data, we will use SimTraffic to detect coding errors and omissions not readily detected in Synchro. The signal timing team will then calibrate Synchro by visually validating the SimTraffic simulation by comparing it to observed existing field conditions, and comparing the simulated travel time results with the BTTs. Once satisfied with the calibration of the first time period, the Firm will then proceed to calibrate the remaining time period models using the same methods.

The Firm's signal timing team leaders will then conduct a QC check to ensure small mistakes are not carried out through the entire optimization process.

#### **Task 5: Develop Signal System Timing Plans**

##### **Model Optimization**

The Firm will optimize corridor signals' cycle length, splits, phase order, offsets, and/or other timing parameters to meet the City's objective(s) for the corridor and maximize MOE improvement. The Firm will use Synchro, Tru-Traffic, and SimTraffic to accomplish this.

Once the best timing plans are achieved, the Firm's Quality Assurance Leader will conduct quality checks on the timing plans to provide an independent check and ensure uniformity of product.

### **Time-of-Day Schedule and Number of Timing Plans**

The Firm will conduct analysis of each hour within the existing Time-of-Day (TOD) schedule to determine if any plans can be eliminated. The Firm will analyze the hour TMCs with the optimized timing plan developed for that hour, as well as the preceding and following optimized timing plans to determine whether the plan can be eliminated. This will also serve to identify an accurate determination of break points between the timing plans.

This task does not include the following:

- Controller cabinet testing of proposed timing plans
- Centrac's graphics development
- Verification of detector assignment or logging

### **Task 6: Preliminary Signal Timing Score Card and Meeting**

The Firm will submit an updated corridor signal timing score card for each corridor and time period combination. In addition to the information filled in during the corridor kick-off meeting, the score card will list the strategies and tactics used in the optimization. The Synchro MOEs table will be filled in with the existing and proposed timing plan values. The travel time results table will have the before travel time results. The score card will also contain a design narrative that succinctly describes assumptions, methodology, challenges, and decisions encountered in the optimization process.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs. The second will show the proposed timing plan parameters.

City staff will have two weeks to review the score cards.

After reviewing the score cards for a corridor, the city staff, Firm project manager and signal timing team leader will meet to discuss the results. A decision will then be made whether the anticipated MOE gains are worth proceeding to implementation.

If the decision is made to proceed to implementation, the Firm will enter the proposed timing parameters and TOD schedule into the electronic Centrac's database and submit them to the city.

### **Task 7: Field Implementation and Fine-Tuning of New Timing Plans**

The Firm will provide an implementation schedule to the city two weeks prior to the proposed implementation date. Multiple corridors will be implemented at the same time to maximize efficient use of personnel. One team member will be in the Traffic Management Center to have an overview of the corridor via CCTV cameras while the other team members will be observing traffic at the intersections and along corridors, and conducting preliminary after travel time studies.

Signal timing team members will call in fine-tuning timing plan changes as necessary. City staff will enter the changes in Centrac's.

Synchro and Tru-Traffic files will be updated as fine-tuning changes are made.

Proposed TOD start/end times will be validated to ensure they are proper for the traffic conditions.

Without additional cost to the city, the Firm shall be responsible for responding to any operational issues related to the final signal timing plans for up to one (1) month after final implementation and fine-tuning.

### **Task 8: Evaluation of Signal System Operations (Travel-Time Runs)**

Once the city and the Firm are satisfied with the fine-tuning effort, the Firm will conduct After Travel Time Studies (ATTs). The timing teams will conduct the ATTs in the same way the BTTs were conducted - same drivers, same days, same methods.

Outputs of the Tru-Traffic reports must include Cumulative Travel Time (CTT), Cumulative Delay (CD), Cumulative Stop Delay (CStopD), CStops, LOSDelay, CAS.

### **Task 9: Final Corridor Signal Timing Score Card**

The Firm will submit a final corridor signal timing score card for each corridor and time period combination. The score cards will be updated so that the Synchro MOEs table reflects the final timing plan MOE values. Likewise, the travel time table will be updated with the final timing plan after travel time results. The design narrative section will be updated with any applicable changes or actions taken during fine-tuning.

Accompanying the score card will be two Tru-Traffic time-space diagrams. The first will depict the existing timing and before travel time runs as it was in Task 5. The second will show the final timing plan parameters and the after travel time runs.

City staff will have two weeks to review the score cards.

### **Task 10: Corridor Closeout Meetings with City Staff**

The Firm shall meet with city staff at the end of each timing season (Fall 2024, Spring 2025, Fall 2025, and the Market), for up to four hours per meeting, to review and explain all work done on each corridor during the season. The discussion shall include review of the final corridor score cards, existing and final Tru-Traffic time-space diagrams, background information for decisions made regarding coordination schedules and cycle lengths, the before/after travel time results as well as any recommendations. These meetings will be held virtually via Microsoft Teams.

## High Point Signal Timing Fee Estimate (by Task)

August 7, 2024

Task	Fee	% Fee
Task 1: Project Management	\$65,042	4.3%
Task 2: Corridor Kick-Off Meeting and Signal Timing Score Card	\$15,308	1.0%
Task 3: Field Data Collection	\$355,065	23.3%
Task 4: Evaluation of Existing Signal System Operations	\$218,682	14.4%
Task 5: Develop Signal System Timing Plans	\$413,468	27.2%
Task 6: Preliminary Signal Timing Score Card and Meeting	\$57,197	3.8%
Task 7: Field Implementation and Fine-Tuning of New Timing Plans	\$249,592	16.4%
Task 8: Evaluation of Signal System Operations (Travel-Time Runs)	\$44,578	2.9%
Task 9: Final Corridor Signal Timing Score Card	\$6,402	0.4%
Task 10: Corridor Closeout Meetings with City Staff	\$8,249	0.5%
Directs	\$88,941	5.8%
<b>Total</b>	<b>\$1,522,524</b>	<b>100%</b>



# City of High Point

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

## Master

**File Number: 2024-329**

**File ID:** 2024-329

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 08/08/2024

**File Name:**

**Final Action:**

**Title:** Consideration of a Contract with Envisio Solutions, Inc.  
City Council is requested to consider a Contract for a strategic initiatives application with Envisio Solutions, Inc. in the amount of \$183,208.58 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Contract - Envisio Solutions Inc.

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> Strategic Initiatives Application – Envisio Solutions, Inc.	
<b>FROM:</b> Meredith Martin, Strategic Initiatives Manager	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> n/a	<b>ADVERTISED DATE/BY:</b> n/a
<b>ATTACHMENTS:</b> Bid Recommendation Form	

**PURPOSE:** Approval of a contract with Envisio Solutions, Inc. for a strategic initiatives application.

**BACKGROUND:** The City of High Point evaluated cloud-based system options for strategic planning and performance management systems to aid with the collection, tracking, and reporting of the City's strategic plan, performance measures, and major strategic projects. The Budget and Evaluation Department recommends Envisio Solutions, Inc. for this solution, which will occur under the purchasing contract OMNIA EDU R191902.

Staff recommends entering into a five-year subscription agreement with Envisio Solutions, Inc. for a total cost of \$183,208.58. The first-year costs for this project include \$18,925 for implementation services, \$29,500 for the first-year subscription fee, and \$1,277.45 in fees.

The strategic plan, performance measures, and major strategic projects will be implemented simultaneously within approximately six months upon execution of the agreement.

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

**RECOMMENDATION/ACTION REQUESTED:** The Budget and Evaluation Department recommends approval of the contract to Envisio Solutions, Inc. in the amount of \$183,208.58 and that the appropriate city officials be authorized to execute all necessary documents

**BID RECOMMENDATION**

DEPARTMENT: **Budget and Evaluation**

COUNCIL AGENDA DATE: **August 19, 2024**

BID NO.: **N/A** CONTRACT NO.: **OMNIA EDU R191902** DATE OPEN: **N/A**

DESCRIPTION:

Contract for strategic initiatives software application.

PURPOSE:

The software provides strategic planning and performance management systems to aid with the collection, tracking, and reporting of the strategic plan, performance measures, and major strategic projects.

COMMENTS:

The total cost of the contract is \$183,208.58. The purchase will occur under the purchasing contract OMNIA EDU R191902. Funds are available in the FY 2024-25 budget for the implementation and first year costs. Costs for subsequent years will be included in future budgets.

RECOMMEND AWARD TO: **Envisio Solutions, Inc.** AMOUNT: **\$183,208.58**

JUSTIFICATION:

The application will allow for a one-stop shop for all strategic initiative efforts including implementation and tracking of progress for the City's strategic plan, collection of department performance measures, strategic project status and tracking, reporting features, and internal and public dashboards.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401240	527101	401231031005	53010	\$183,208.58
TOTAL BUDGETED AMOUNT				\$183,208.58

DEPARTMENT HEAD: **Stephen Hawryluk** Digitally signed by Stephen Hawryluk  
Date: 2024.08.07 10:56:13 -04'00' DATE: **8-7-2024**

The Purchasing Division concurs with recommendation submitted by the **Budget Department** and recommends award to the lowest responsible, responsive bidder **Envisio Solutions, Inc** in the amount of **\$183,208.58**.

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon  
Date: 2024.08.07 13:19:32 -04'00' DATE: **8/7/2024**

Approved for Submission to  
Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn  
Date: 2024.08.07 14:59:34 -04'00' DATE: **8/7/24**

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: 2024-330**

**File ID:** 2024-330

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 08/09/2024

**File Name:**

**Final Action:**

**Title:** Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - July 11, 2024, at 4:00 p.m.

Manager's Briefing Minutes - July 15, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - July 15, 2024, at 5:30 p.m.

Transparency, Engagement & Communication Committee Minutes - July 17, 2024, at 9:00 a.m.

Finance Committee Minutes - August 1, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - August 5, at 5:30 p.m.

Community Development Committee Minutes - August 6, 2024, at 4:00 p.m..

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Agenda Memo Approval of Minutes - 8-19-24,  
Finance Committee Meeting Minutes - July 11, 2024,  
City Manager's Briefing Minutes - July 15, 2024,  
Regular Meeting Minutes - July 15, 2024,  
Transparency, Engagement, and Communication  
Committee Meeting Minutes - July 17, 2024, Finance  
Committee Meeting Minutes - August 1, 2024,  
Special Meeting Minutes - August 5, 2024, Regular  
Meeting Minutes - August 5, 2024, Community  
Development Committee Minutes - August 6, 2024

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

### History of Legislative File

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

# CITY OF HIGH POINT

## AGENDA ITEM



<b>TITLE:</b> Approval of Minutes	
<b>FROM:</b> City Clerk's Office	<b>MEETING DATE:</b> August 19 2024
<b>PUBLIC HEARING:</b> n/a	<b>ADVERTISED DATE/BY:</b> n/a
<b>ATTACHMENTS:</b> Yes	

**PURPOSE:** Minutes to be approved.

**BACKGROUND:** N/A

**BUDGET IMPACT:** N/A

**RECOMMENDATION/ACTION REQUESTED:** City Council is requested to approve the following minutes:

Finance Committee Minutes - July 11, 2024, at 4:00 p.m.

City Manager's Briefing Minutes - July 15, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - July 15, 2024, at 5:30 p.m.

Transparency, Engagement & Communication Committee Minutes - July 17, 2024 at 9:00 a.m.

Finance Committee Minutes - August 1, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - August 5, 2024 at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - August 5, 2024, at 5:30 p.m.

Community Development Committee Meeting Minutes - August 6, 2024, at 4:00 p.m.

**FINANCE COMMITTEE**  
*Chaired by Council Member Moore*  
*Committee Members: Moore, Peters, Holmes, and Andrew*  
**July 11, 2024 – 4:00 P.M.**  
**Council Chambers – Municipal Building**  
**211 S. Hamilton Street**

**FINANCE COMMITTEE - Britt W. Moore, Chair**

**CALL TO ORDER**

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

**Present:** Chairman Britt W. Moore  
Committee Member Tim Andrew  
Committee Member Michael Holmes  
Committee Member Monica Peters

**PRESENTATION OF ITEMS**

**2024-261      Consideration of Contracts with Sharpe Brothers (Primary) and APAC-Atlantic, Inc. (Secondary)**

City Council is requested to consider contracts with Sharpe Brothers in the amount of \$355,387.50 and APAC - Atlantic, Inc in the amount of \$376,525.00 for asphalt materials and authorize the appropriate City Official(s) to execute all necessary documents.

*Melinda King, Assistant Public Services Director, provided the staff report for this item. She stated the City budgets annually for asphalt material supplies to provide asphalt to City Crews which allows for maintenance on various types of asphalt related repairs throughout the City.*

*In response to Chairman Moore, Ms. King confirmed the contracts would be for one year.*

*Mayor Pro Tempore Holmes stated he appreciates that there are primary and secondary contracts.*

**A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-261.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-262      Consideration of a Change Order to American Process Group, LLC**

City Council is requested to consider Change Order No. 1 to American Process Group, LLC in the amount \$132,757.48 for additional dewatered alum sludge that was removed

from the south lagoon at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. Upon approval of Change Order No. 1, the new total contract amount will be increased to \$1,018,530.48.

*Robby Stone, Public Services Director, provided the staff report noting this item is to approve a Change Order with American Process Group, LLC in which the original contract was approved in May 2024.*

*The estimated quantity at the time of the original contract was 1,400 dry tons and upon completion of the project a total amount of 1,644.94 dry tones were removed from the lagoon which is a total of an additional 244.94 dry tons.*

*In response to Committee Member Andrew, Mr. Stone explained how the dewatering process worked and once staff was aware of the overage, the process was stopped.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-262.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-263      Consideration of a Sole Source Purchase from Envitech**

City Council is requested to consider a Sole Source purchase from Envitech in the amount of \$210,256 for two (2) Gore Gen 4 Mercury Modules for the Mercury Recovery Vessel for the incinerator at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

*Robby Stone, Public Service Director, provided the staff report for this item. He stated this item is to purchase two (2) Gore Gen 4 Mercury Modules sole source items for the Mercury Recovery Vessel (MRV) for the incinerator at the Eastside Wastewater Treatment Plant (WWTP). He noted this unit was installed due to state and federal air emissions requirements and has a total of 5 modules. Once the mercury removal levels drops below 70% then the City is obligated to change it. He explained although there is a total of 5 modules, staff is recommending only purchasing two and the others will be rearranged to accommodate. This unit is monitored every year to ensure a mercury level of below 70%.*

*In response to Committee Member Andrew, Mr. Stone explained that staff will be installing the units.*

*Chairman Moore requested information regarding PFAS regulations.*

**A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-263.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-264      Consideration of a Speed Limit Concurrence with North Carolina Department of Transportation (NCDOT) on Kendale Road within High Point City Limits**

City Council is requested to consider a request from NCDOT for concurrence from the City of High Point regarding a speed limit ordinance update for Kendale Road between Skeet Club Road and 0.282 miles north of Kendale Road.

*Greg Venable, Transportation Director, provided the staff report for this item. He stated the North Carolina Department of Transportation is requesting concurrence from the City of High Point regarding a speed limit ordinance update for Kendale Road (SR 1834) between Skeet Club Road and 0.282 miles north of Kendale Road.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-264.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-265      Consideration of a Purchase of Four Ford Explorers from Performance Ford**

City Council is requested to consider a purchase from Performance Ford for four (4) Ford Explorer SUV's in the amount of \$162,371.80.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Fleet Services Department needs to place an order for four (4) Ford Explorer SUV's and that the NC State Contract# STC 2510A will be utilized. He noted the total price is for the vehicle, equipment package and DMV fees.*

**A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-265.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-266      Consideration of a Purchase of Fifteen Ford Interceptors from Performance Ford**

City Council is requested to consider a purchase from Performance Ford for Fifteen Ford Inceptor SUV's in the amount of \$638,822.85.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Police Department is in need of fifteen Ford Interceptor SUVs and will utilize NC State Contract# STC 2510A. He noted the current vehicles will be declared surplus.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-266.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-267      Consideration of a Purchase from Ditch Witch**

City Council is requested to consider a purchase from Ditch Witch in the amount of \$347,603.71 for a Ditch Witch JT24A drilling machine and declare the old machine as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Electric Department is currently using a 2008 Vermeer D20X22 drilling machine that needs to be replaced due to age and condition and the Sourcewell Contract# 110421-CMW will be utilized for the purchase. He noted the Ditch Witch JT24A drilling machine from Ditch Witch is being recommended at a total price of \$347,603.71.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-267.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-268      Consideration of a Purchase from James River Equipment**

City Council is requested to consider a purchase from James River Equipment in the amount of \$480,259.80 for three (3) new 2024 John Deere 410P backhoes and declare the old units as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Director provided the staff report for this item. He stated the Parks and Recreation and Electric Departments are currently using John Deere 410J backhoes. The backhoes have reached the end of their useful life due to condition and escalating repair costs. James River Equipment has the John Deere 410P backhoe that will continue to meet their needs. The price of \$160,086.60 is for the backhoe, operator training, extended warranty, and delivery. The price for three is \$480,259.80. The delivery time is 365+ days.*

**A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-268.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-269      Consideration of a Purchase from Whites International Truck**

City Council is requested to consider a purchase from Whites International Truck in the amount of \$174,566.05 for one (1) International MV607 with Godwin body, plow, and spreader and declare the old truck as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Storm Water Division is currently using a 2009 Ford F750 truck that needs to be replaced due to age, condition, and operating hours. Whites International Truck can provide an International MV607 with a Godwin body, plow, and spreader that will continue to meet their needs. The price of \$174,566.05 is for the dump truck, snowplow equipment, extended warranty, operator training, and delivery. Delivery is estimated to be 280-365 days.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-269.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-270      Consideration of a Purchase from National Equipment Dealers, LLC**

City Council is requested to consider a purchase from National Equipment Dealers, LLC in the amount of \$1,288,721.59 for a Tana H555 Landfill Compactor and declare the current compactor as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Landfill Operations Division is currently using a 2005 CMI Terex 390E landfill compactor that needs replacement. The new Tana H555 landfill compactor is designed for landfill use and will meet their needs well. The price of \$1,288,721.59 is for the compactor, training, delivery, and extended warranty. The estimated delivery is 90 days*

**A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-270. Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-271      Consideration of Opioid Settlement Resolution**

City Council is requested to consider a Resolution authorizing execution of Kroger Opioid Settlement agreement and approving second supplement agreement for additional funds related to the settlement of opioid litigation.

*Eric Olmedo, Assistant City Manager, provided the staff report for this item. He provided a history of past opioid settlement agreements noting this resolution will approve a*

*second supplemental agreement to distribute opioid settlement funds related to Kroger Co. and its subsidiaries and affiliates. As with the wave one and wave two settlements, North Carolina will receive its full share of payments only if all eligible governments sign onto the settlement. The distribution amount to the State of North Carolina is anticipated to be \$40.2 million, and High Point's share will be \$70,436.92 through fiscal year 2034.*

*Mr. Olmedo explained the funds can be used to create, expand, or sustain programs or services that serve persons with Opioid Use Disorder (OUD), or any co-occurring substance use disorder (SUD) or mental health conditions. Funded programs or services may include evidence-based addiction treatment, recovery support services, recovery housing support, employment-related services, early intervention, Naloxone distributions, post-overdose response team, syringe service program, criminal justice diversion programs, addiction treatment for incarcerated persons, and/or reentry programs.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Michael Holmes, to approve agenda item 2024-271.**

**Motion carried with the following vote:**

**2024-290**

**Consideration of Real Property Acquisition - 205 Model Farm Road**

City Council is requested to approve the acquisition of property at 205 Model Farm Road for the purchase price of \$3,500,000 and authorize the appropriate City Official(s) to execute all necessary documents.

*Eric Olmedo, Assistant City Manager, provided the staff report for this item. He stated the existing Municipal Operations Center at 816 E. Green Drive is overcrowded and moving the Electric Department to a different facility would allow the remaining operations to move into areas previously occupied by Electric Department staff. Staff has identified 205 Model Farm Road as a suitable location to locate the Electric Municipal Operations Center. The property includes 35.65 acres and an existing 39,996 square foot building that was constructed in 1986. The property was on the market at an asking price of \$3,995,000. The Guilford County tax value is \$2,032,500, and the appraised value was \$2,750,000. Staff was able to negotiate a sales price of \$3,500,000 for the property.*

**Chairman Moore made a motion, seconded by Committee Member Andrew, to approve agenda item 2024-290.**

*Motion carried with the following vote:*

**Aye:**

Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

*In response to Chairman Moore, Mr. Olmedo stated there is a 120 day review period and then if everything goes well the closing would take place within 60 days.*



**2024-272      Consideration of a Sole Source Service Agreement with Motorola Services, Inc.**

City Council is requested to consider a Sole Source Service Agreement with Motorola Services, Inc. in the total amount of \$2,519,229.40 for maintenance and support of the City's Motorola Radio System and authorize the appropriate City Official(s) to execute all necessary documents.

*Adam Ward, IT Services Director, provided the staff report for this item. He stated this is a renewal of the Service Agreement between the City and Motorola Solutions, Inc. for maintenance and support of the City's Motorola Radio System. This agreement provides training as well as hardware and software support for the Motorola P25 System Core purchased in 2019. The Motorola P25 System Core provides High Point autonomy from being hosted on the City of Greensboro's core. Additionally, self-hosting allows High Point to share its system with our neighboring Public Safety agencies such as the City of Archdale and High Point University for improved communications in emergent events. The overall acquisition amount is \$2,519,229.40.*

*In response to Committee Member Andrew, Mr. Ward spoke to logistics, maintenance, and support of the vendor.*

**A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-272. Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-274      Consideration of a Contract with Motorola Services, Inc.**

City Council is requested to consider a contract with Motorola Services, Inc. in the amount of is \$177,993.00 for radio equipment to facilitate testing as required by changes to the International Fire Code and authorize the appropriate City Official(s) to execute all necessary documents.

*Adam Ward, IT Services Director, provided the staff report for this item. He stated Section 510 of the International Fire Code requires radio coverage testing for new building construction. If the building fails to meet coverage requirements, an emergency responder communication enhancement system (ERCES) must be installed in the facility to meet public safety radio coverage requirements. PCTEL's SeeHawk Monitor equipment will facilitate the Radio Systems division's ability to test for fire code compliance. The acquisition amount is \$177,993.00 and includes equipment, installation, calibration, training, and maintenance. The purchase will occur under North Carolina Purchasing Contract 725G.*

*In response to Chairman Moore, Mr. Ward spoke to maintenance and maintenance fees.*

**A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-274.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-275      Consideration of a Contract with 5S Technologies**

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

*Virginia Baskins, Assistant IT Services Director, provided the staff report for this item. She stated this is an annual renewal of licenses for Cisco Duo Multi-Factor Authentication. In May of 2022, the City of High Point began using multi-factor authentication. The software used to provide multi-factor authentication was Cisco Duo. Multi-factor authentication (MFA) is a security measure which requires employees to provide multiple forms of identification to prove their identity when accessing digital resources. The total cost of renewal is \$107,342.46. The purchase will occur under the purchasing contract, NCPA #01-96.*

*In response to Committee Member Andrew, Ms. Baskins stated 5S Technologies recommended Cisco and Cisco was the best price.*

**Chairman Moore, made a motion, seconded by Mayor Pro Tempore Michael Holmes, to approve agenda item 2024-275.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-279      Consideration of a Contract with Mental Health Associates of the Triad**

City Council is requested to consider a contract with Mental Health Associates of the Triad in the amount of \$136,987.20 for contracted social work support services at the library and authorize the appropriate City Official(s) to execute all necessary documents.

*Mary Sizemore, Library Director, provided the staff report for this item. She stated for five years, the library has had social work interns from the Joint School of Social Work from UNC-G and NC A&T who provide assistance and referrals to library customers during the academic year. The need for such assistance has grown exponentially, especially in the areas of economic insecurity and mental health and library staff are not equipped to respond effectively to these issues. In addition to directly working with library customers, the contracted social workers will support library staff through*

*training in issues relating to behavior management, social services and trauma-informed approaches to public services.*

*In response to Council Member Andrew, Mrs. Sizemore explained services would be provided during normal business hours and office furniture etc. has been provided by a previous entity that was utilizing space at the library.*

*Mayor Pro Tempore Holmes stated his appreciation regarding these resources being provided at the library.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-279.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-280      Consideration of a Resolution and Interlocal Agreement between the City of High Point and the County of Guilford for the Provision of Animal Sheltering**

City Council is requested to consider a Resolution ratifying and authorizing the execution of an Interlocal Agreement to the provision of animal shelter services by Guilford County to the City of High Point.

*Curtis Cheeks, Police Chief, provided the staff report for this item. He stated this is a renewal of the interlocal agreement between the City of High Point and Guilford County covering services for the animal shelter, located at 4525 West Wendover Ave, Greensboro, NC. This agreement covers services from July 1, 2024, to June 30, 2025. The county will maintain full financial responsibility for the operation of the Guilford County Animal Shelter. The City of High Point continues to own one-eighth (1/8) undivided ownership in the shelter. The City of High Point will continue to provide their own animal collection services and will use the Guilford County Animal Shelter as the main resource for the sheltering of collected animals. He explained previous contracts have been for three years but noted this contract is for one year.*

**A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-280.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-281      Consideration of a Purchase of Training and Duty Ammunition from Vista Outdoor dba Kiesler Police Supply**

City Council is requested to approve a purchase of training and duty ammunition from Vista Outdoor dba Kiesler Police Supply in the amount of \$152,203 and authorize the appropriate City Official(s) to execute all necessary documents.

*Curtis Cheeks, Police Chief, provided the staff report for this item. He stated this ammunition is for the official duty use of the High Point Police Department. Ammunition is available from multiple manufacturers in a variety of bullet weights and configurations, which are periodically evaluated by the Department armorer and firearms instructors. Kiesler Police Supply is the only authorized Law Enforcement Distributor for drop shipments directly from the factory within North Carolina.*

**A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-281.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-283      Consideration of a Purchase from Lawmen's Police and Tactical Supply**

City Council is requested to consider a purchase from Lawmen's Police and Tactical Supply in the amount of \$125,731 for the purchase of Sig P320, 9 MM handgun duty pistols.

*Curtis Cheeks, Police Chief, provided the staff report for this item. He stated the High Point Police Department has a need for handgun replacement. Lawmen's Police and Tactical Supply has offered the Police Department an opportunity to purchase this equipment with a trade-in allowance to realize significant cost savings. The Sig P320, 9 MM handguns (duty pistols) are on State Contract #4615A and the Police Department requests the approval to purchase the handguns for a total amount of \$125,731.*

**A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-283.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Andrew, Council Member Holmes, and Council Member Peters

**2024-287      Public Hearing Regarding a Request from C&C Industries**

City Council is requested to consider a request from C&C Industries to authorize performance-based incentives for a manufacturing project at 2103 Brentwood Street in the amount of \$100,000 over a five-year period, approve a resolution in support of a OneNC Fund and Building Reuse Grant from the North Carolina Department of Commerce, and authorize the City Manager to execute a performance agreement with the company containing benchmarks

*Peter Bishop, Director of High Point Economic Development, provided the staff report for this item. He stated this is a request from Project Fill, to authorize performance-based incentives for a manufacturing project at 2103 Brentwood Street in the amount of \$100,000 over a five-year period. He stated this request includes approval of a resolution in support of a OneNC Fund and Building Reuse Grant from the North Carolina Department of Commerce.*

*The project would entail production, clean room, warehouse and distribution functions.*

- *The company would create 108 new full-time positions.*
- *The company anticipates new real and personal property investment of \$6,300,000.*
- *The company would purchase and renovate the vacant 2103 Brentwood Street, with significant work to flooring, HVAC, installation of clean room and future expansion planned.*

**For information only.**

**2024-288**

**Public Hearing Regarding a Request from Triad Expeditors, Inc**

City Council is requested to consider a request from Triad Expeditors, Inc to authorize performance-based incentives for a manufacturing project at 1806 Wade Place in the amount of \$37,126 over a five-year period and authorize applications to the NC Commerce OneNC Fund and Building Reuse Grant.

*Peter Bishop, Director of High Point Economic Development, provided the staff report for this item. He stated this is a request from Triad Expeditors, Inc, to authorize performance-based incentives for a manufacturing project at 1806 Wade Place in the amount of \$37,126 over a five-year period.*

*Triad Expeditors Inc. is the parent company for College Hunks moving company, DryMedic restoration, and Carolina Boys Portable Storage. This project will relocate these companies to High Point in a new warehouse-shop facility and fenced storage yard.*

- *The company would relocate and create a total of 66 new full-time positions.*
- *The company anticipates new real and personal property investment of \$700,000.*
- *The company will construct a new shop building on the 1806 Wade Place property to house offices, employees and equipment. An outdoor yard area for fleet vehicles is also planned.*

**For information only.**

**ADJOURNMENT**

*There being no further business to come before the Committee, the meeting adjourned at 4:44 p.m.*

Respectfully Submitted,

---

Britt W. Moore, Chairman  
Finance Committee

Attest:

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Sandra Keeney, City Clerk

**City Manager's Briefing**  
**July 15, 2024 – 4:00 p.m.**  
**3<sup>rd</sup> Floor Conference Room – Municipal Building**  
**211 S. Hamilton Street**

**CALL TO ORDER**

*Mayor Pro Tempore called the City Manager's Briefing to order at 4:00 p.m. and stated all City Council Members were present except for Mayor Jefferson and Council Members Moore.*

**Present:** Mayor Pro Tempore Michael Holmes, Ward 6; Council Member Amanda Cook, At Large; Council Member Vickie M. McKiver, Ward 1; Council Member Tyrone Johnson, Ward 2 (arrived at 4:05 p.m.); Council Member Monica L. Peters, Ward 3 (arrived at 4:33 p.m.); Council Member Dr. Patrick H. Harman, Ward 4; and Council Member Tim Andrew, Ward 5

**Absent:** Mayor Cyril Jefferson; Council Member Britt W. Moore, At Large

**PRESENTATION OF ITEMS**

**2024-296      Fire Department Overview**

Staff will provide an overview of the Fire Department.

*Brian Evans, Interim Fire Chief, gave the presentation. He shared that the High Point Fire Department (HPFD) was both nationally and regionally recognized as one of the best agencies in the nation. He said that HPFD is one of 124 U.S. fire departments that is both accredited and ISO (Insurance Services Office) Class 1 rated.*

*He explained HPFD was more than a fire department and provided services for all hazards, including water, hazardous materials and technical rescue, as well as a bike team for special events in the city. He highlighted the HPFD dive team and pointed out it was one of only two dive teams in the state. He spoke on the Drone First Responder (DFR) technology and said it was the future of police in fire in this nation.*

*He provided a departmental and facilities overview of the different divisions.*

*He spoke on facilities, including 14 fire stations, the Training Center, Fire Prevention, and Logistics. He pointed out some of the facilities would need to be updated because they were not accommodating for female staff members due to being built in a time where there were only male firefighters.*

*He spoke on reciprocal contracts with surrounding areas and the call volumes and projected call volume as the population increased.*

*He went over the various incident types and pointed out the increase in the special incident category was due to diving team incidents.*

*He talked about the underwater robot received through grant funding and explained that the robot is able to dive down first before sending in a diver.*

*In response to Mayor Pro Tempore Holmes, Interim Chief Evans said call volume was a primary driver for recruiting more personnel.*

*He shared some of the statistics of fire and EMS call frequency and times. In response to Council Member Harman, he said unattended cooking was the most common cause of fires.*

*He spoke on current staffing and indicated there were 216 budgeted operating positions and 24 positions in administration. He shared that about 30 members of staff left between 2019 to 2024 due to retirements and other opportunities, and that there was currently only one vacancy in the fire department. He said he expected the number of vacancies to go up at the beginning of the year and talked about the impact of staff retiring in the future.*

*He gave an overview of the training process and said it took about 12-14 months from the hire date to be a fully qualified HPFD firefighter. In response to Mayor Pro Tempore Holmes, Interim Chief Evans said that 98 percent of staff were somewhat local and from the state of North Carolina with some coming in from out of state.*

*He shared the non-incident activities, including equipment testing and visits to businesses throughout the city to ensure fire codes are followed.*

*He went over past and future grant opportunities and the apparatus replacement plan. In response to a question by Council Member Andrew, he said that the department had its own fleet maintenance team and did not share it with the police department in order to ensure the equipment was repaired and ready in a timely fashion. Council Member Andrew asked for statistics on the volume of maintainers compared with the police department.*

*In response to Council Member Harman, Interim Chief Evans said the city does not get reimbursed when the dive team assists with other surrounding entities because they have reciprocal agreements with surrounding cities.*

*Mayor Pro Tempore Holmes thanked Interim Chief Evans for his presentation.*

## **2024-298**

### **Customer Service Overview**

Staff will provide an overview of the Customer Services Department.

*Jeremy Coble, Customer Service Director, recognized LaDawn Pearson, Assistant Customer Service Director, and presented the item. He provided an overview of the Customer Service department and reviewed the different divisions of the department.*



*He said there were 61 staff members, including indoor and outdoor staff, as well as after hours staff.*

*He talked about the core services performed by the department, including meter services, utility billing and collection, the contact center, field services, electric dispatch, and showroom tax collection.*

*Mr. Coble spoke on the upcoming software change to Advanced Meter Infrastructure (AMI) and said it would be proactive, by providing increased information about usage, power outages, and tampering. He explained it would also offer a more streamlined customer experience with a new customer portal, as well as a text message communication option for outages, balances, water leaks, and due dates.*

*In response to Council Member Harman, Mr. Coble said they would be engaging the public with help from the Communication & Public Engagement department to get the word out about the portal and software changes.*

*He spoke on the pre-payment option that will allow customers to pre-pay up front based on usage. He said this option would allow customers to avoid the down payment that is sometimes difficult for some of our citizens. In response to Council Member Harman, Mr. Coble said customers would pay the same rate with the pre-payment option.*

*In response to Council Member Harman's question about staffing changes due to the new automated software, Mr. Coble spoke of other municipalities that mistakenly cut staff and had to hire new staff and said he planned to migrate staff to other duties.*

*In response to Council Member Peters question about implementation, Mr. Coble said they would begin testing in late fall of this year and would start replacing meters in April of 2025. He said he hoped to have the text message feature rolled out by the beginning of next year.*

*Mayor Pro Tempore Holmes thanked Mr. Coble and his department for the presentation and their hard work.*

## **ADJOURNMENT**

*There being no further business to come before the City Council, the meeting adjourned at 4:58 p.m.*

Respectfully Submitted,

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Cyril Jefferson, Mayor

Attest:

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Alison Glynn, Deputy City Clerk

DRAFT

**HIGH POINT CITY COUNCIL  
REGULAR MEETING  
July 15, 2024 – 5:30 P.M.  
Council Chambers – Municipal Building  
211 South Hamilton Street**

**ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE**

*Mayor Pro Tempore Holmes called the Regular Meeting of the High Point City Council to order at 5:30 p.m. and stated all members were present with the exception of Mayor Jefferson. He called for a Moment of Silence and the Pledge of Allegiance followed.*

**Present**

Mayor Pro Tem Michael Holmes, At-Large Council Member Britt Moore, At-Large Council Member Amanda Cook, Council Member Vickie McKiver, Council Member Tyrone Johnson, Council Member Monica Peters, Council Member Patrick Harman, and Council Member Tim Andrew

**Absent**

Mayor Cyril Jefferson

**ADOPTION OF AGENDA**

**A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member McKiver, to adopt the agenda as presented.**

**Motion carried with the following vote:**

**Aye:**

Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:**

Mayor Jefferson

**RECOGNITIONS AND PRESENTATIONS**

**2024-284**

**Proclamation - High Point Elks Lodge 115th Anniversary Day**

Mayor Jefferson will present a Proclamation declaring July 15, 2024, as "The High Point Elks Lodge 115th Anniversary Day"

*Mayor Pro Tempore Holmes read the Proclamation and presented it to Kevin Randell, President of the High Point Elks Lodge.*

*Mr. Randall thanked the City Council for the proclamation. He noted the Elks Lodge has well over 600 members and they look forward to many more years of supporting the veterans and giving back to those in need.*

**2024-286**

**Proclamation - Parks and Recreation Month**

Mayor Jefferson will present a Proclamation declaring the month of July as "Parks and Recreation Month"

*Mayor Pro Tempore Holmes read the Proclamation and presented it to Lee Tillery, Parks and Recreation Director, and Tracy Pegram, Assistant Parks and Recreation Director.*

## **PUBLIC COMMENT PERIOD**

### **2024-285      Public Comment Period**

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards, and presentations. Our policy states persons may speak on any item not on the agenda.

- \* Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- \* Persons addressing City Council are asked to limit their comments to 3 minutes.
- \* Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- \* If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

*Jerry Corns, Oakview Rd. - provided a copy of his statement to the City Clerk. Mr. Cornes spoke to his opposition regarding a new sidewalk being built on James Road.*

*Wynona Merritt 1114 Bridges Dr. - provided a handout to the City Clerk, congratulated the City on winning the All American City Award, spoke to extreme heat, climate change, and effects of extreme heat on workers and the City providing adequate breaks and water to City employees.*

*Kirby Heard 333 Farriss Ave - provided a handout to the City Clerk, spoke to housing crises, affordable housing, Airbnb's along her street and the need for a stop sign at Hamilton and Farriss.*

## **CONSENT AGENDA ITEMS**

**A motion was made by Council Member Moore, seconded by Council Member Andrew, to approve the Consent Agenda as presented.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-264      Consideration of a Speed Limit Concurrence with North Carolina Department of Transportation (NCDOT) on Kendale Road within High Point City Limits**

City Council is requested to consider a request from NCDOT for concurrence from the City of High Point regarding a speed limit ordinance update for Kendale Road between Skeet Club Road and 0.282 miles north of Kendale Road. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-261      Consideration of Contracts with Sharpe Brothers (Primary) and APAC-Atlantic, Inc. (Secondary)**

City Council is requested to consider contracts with Sharpe Brothers in the amount of \$355,387.50 and APAC - Atlantic, Inc in the amount of \$376,525.00 for asphalt materials and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-262      Consideration of a Change Order to American Process Group, LLC**

City Council is requested to consider Change Order No. 1 to American Process Group, LLC in the amount \$132,757.48 for additional dewatered alum sludge that was removed from the south lagoon at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. Upon approval of Change Order No. 1, the new total contract amount will be increased to \$1,018,530.48. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-263      Consideration of a Sole Source Purchase from Envitech**

City Council is requested to consider a Sole Source purchase from Envitech in the amount of \$210,256 for two (2) Gore Gen 4 Mercury Modules for the Mercury Recovery

Vessel for the incinerator at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-265      Consideration of a Purchase of Four Ford Explorers from Performance Ford**

City Council is requested to consider a purchase from Performance Ford for four (4) Ford Explorer SUV's in the amount of \$162,371.80. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-266      Consideration of a Purchase of Fifteen Ford Interceptors from Performance Ford**

City Council is requested to consider a purchase from Performance Ford for Fifteen Ford Inceptor SUV's in the amount of \$638,822.85. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-267      Consideration of a Purchase from Ditch Witch**

City Council is requested to consider a purchase from Ditch Witch in the amount of \$347,603.71 for a Ditch Witch JT24A drilling machine and declare the old machine as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-268      Consideration of a Purchase from James River Equipment**

City Council is requested to consider a purchase from James River Equipment in the amount of \$480,259.80 for three (3) new 2024 John Deere 410P backhoes and declare the old units as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-269      Consideration of a Purchase from Whites International Truck**

City Council is requested to consider a purchase from Whites International Truck in the amount of \$174,566.05 for one (1) International MV607 with Godwin body, plow, and spreader and declare the old truck as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-270      Consideration of a Purchase from National Equipment Dealers, LLC**

City Council is requested to consider a purchase from National Equipment Dealers, LLC in the amount of \$1,288,721.59 for a Tana H555 Landfill Compactor and declare the current compactor as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-271      Consideration of Opioid Settlement Resolution**

City Council is requested to consider a Resolution authorizing execution of Kroger Opioid Settlement agreement and approving second supplement agreement for additional funds related to the settlement of opioid litigation. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-290      Consideration of Real Property Acquisition - 205 Model Farm Road**

City Council is requested to approve the acquisition of property at 205 Model Farm Road for the purchase price of \$3,500,000 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-272      Consideration of a Sole Source Service Agreement with Motorola Services, Inc.**

City Council is requested to consider a Sole Source Service Agreement with Motorola Services, Inc. in the total amount of \$2,519,229.40 for maintenance and support of the City's Motorola Radio System and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-274      Consideration of a Contract with Motorola Services, Inc.**

City Council is requested to consider a contract with Motorola Services, Inc. in the amount of is \$177,993.00 for radio equipment to facilitate testing as required by changes to the International Fire Code and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-275      Consideration of a Contract with 5S Technologies**

City Council is requested to consider a contract with 5S Technologies in the amount of \$107,342.46 for the annual renewal of licenses for Cisco Duo Multi-Factor

Authentication and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-279      Consideration of a Contract with Mental Health Associates of the Triad**

City Council is requested to consider a contract with Mental Health Associates of the Triad in the amount of \$136,987.20 for contracted social work support services at the library and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-280      Consideration of a Resolution and Interlocal Agreement between the City of High Point and the County of Guilford for the Provision of Animal Sheltering**

City Council is requested to consider a Resolution ratifying and authorizing the execution of an Interlocal Agreement to the provision of animal shelter services by Guilford County to the City of High Point. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-281      Consideration of a Purchase of Training and Duty Ammunition from Vista Outdoor dba Kiesler Police Supply**

City Council is requested to approve a purchase of training and duty ammunition from Vista Outdoor dba Kiesler Police Supply in the amount of \$152,203 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-283      Consideration of a Purchase from Lawmen's Police and Tactical Supply**

City Council is requested to consider a purchase from Lawmen's Police and Tactical Supply in the amount of \$125,731 for the purchase of Sig P320, 9 MM handgun duty pistols. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-282      Consideration of Approval of Minutes**

City Council is requested to approve the following minutes:

Finance Committee Minutes - June 13, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - June 17, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - June 17, 2024, at 5:30 p.m.

**Approved by the Consent Vote.**



**GENERAL BUSINESS AGENDA****2024-248      Consideration of Amendments to the Fair Housing Ordinance (Second Reading)**

City Council is requested to amend the Fair Housing Ordinance in the areas suggested by HUD to increase the ordinance's substantial equivalence to federal fair housing laws. (First reading was at the June 17, 2024, City Council Meeting.)

*Mayor Pro Tempore Holmes noted this is the second reading of this ordinance and asked if there were any questions regarding this item.*

**A motion was made by Council Member Harman, seconded by Council Member Cook, to approve agenda item 2024-248.**

*In response to Council Member Andrew, Meghan Maguire City Attorney, confirmed this is the second reading of the ordinance and there is a motion on the floor to approve it.*

*Council Member Andrew noted concerns regarding subpoena power and civil penalty power to a director who is not an Elected Official.*

*Jeron Hollis, Managing Director, stated regarding the subpoena power of a director, it is part of substantial equivalent process that is required by HUD. He noted that other State and Federal Governments have the same requirement. He explained this provision is rarely used but it is a tool in case it is needed. There will not be subpoenas for every case, but there are times when that authority will be necessary, and it is in line with what HUD requires.*

*In response to Council Member Andrew, Mr. Hollis stated there will not be oversight by the City Council on this process, noting this process mirrors employment law, which means as cases come in, there is a collaboration with the legal department, and a case review and monitoring by HUD. He stated this is in line with processes currently in place for housing providers, but for High Point residents, it is at the state level. He stated this would be a closed confidential process, however, the results at the end will be for public consumption.*

*In response to Council Member Moore, Mr. Hollis confirmed this ordinance has been requested for several years and has come before the City Council and did not pass.*

*Council Member Moore stated he had concerns regarding this ordinance, but noted he was in full support of fair housing. He acknowledged that he will be supporting this ordinance, appreciates the hard work by staff, and requested regular updates be brought before the City Council.*

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-287      Public Hearing Regarding a Request from C&C Industries**

City Council is requested to consider a request from C&C Industries to authorize performance-based incentives for a manufacturing project at 2103 Brentwood Street in the amount of \$100,000 over a five-year period, approve a resolution in support of a OneNC Fund and Building Reuse Grant from the North Carolina Department of Commerce, and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives. (Presented at the Finance Committee.)

*Mayor Pro Tempore Holmes opened the Public Hearing.*

*Peter Bishop, Economic Development Director, provided a brief report noting this is a request to authorize performance-based incentives for a manufacturing project at 2103 Brentwood Street in the amount of \$100,000 over a five-year period and approve resolutions in support of a OneNC Fund and Building Reuse Grant from the North Carolina Department of Commerce.*

*Mr. Andy Boutros, Chief Executive Officer, provided a PowerPoint presentation and spoke to the vision and commitment of C&C Industries noting the impact on the City of High Point would be 108 new full-time position, investment in excess of \$14 million dollars, and the purchase and renovation of an abandoned building with plans for future expansion.*

*Council Member Cook noted her enthusiasm regarding this project and hoped in the future the wages may be higher.*

*Mayor Pro Tempore Holmes noted his approval of the location.*

*In response to Mayor Pro Tempore Holmes, Mr. Boutros stated the Florida facility will not be closing. He noted the High Point location is more ideal for logistics which is why they are considering making High Point the primary manufacturing location.*

*Council Member Peters thanked Mr. Boutros for considering High Point.*

*Council Member Moore noted his enthusiasm regarding the manufacturing component of the project.*

*Mayor Pro Tempore Holmes asked if anyone else would like to speak regarding this item. Seeing none, he closed the Public Hearing.*

**A motion was made by Council Member Moore, seconded by Council Member Peters, to approve agenda item 2024-287.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-288      Public Hearing Regarding a Request from Triad Expeditors, Inc**

City Council is requested to consider a request from Triad Expeditors, Inc to authorize performance-based incentives for a manufacturing project at 1806 Wade Place in the amount of \$37,126 over a five-year period and authorize applications to the NC Commerce OneNC Fund and Building Reuse Grant. (Presented at the Finance Committee.)

*Mayor Pro Tempore Holmes opened the Public Hearing.*

*Peter Bishop, Economic Development Director, stated this is a request from Triad Expeditors, Inc, to authorize performance-based incentives for a manufacturing project at 1806 Wade Place in the amount of \$37,126 over a five-year period. Triad Expeditors Inc. is the parent company for College Hunks Moving Company, DryMedic Restoration and Carolina Boys Portable Storage. This project will relocate these companies to High Point in a new warehouse-shop facility and fenced storage yard and create 66 new jobs with an average wage of over \$45,000. He noted this location is in the East Green Drive targeted area which is an area identified by Council in need of additional investment and support. He introduced Anthony Auman, Owner of Triad Expeditors,*

*In response to Council Member Moore, Mr. Auman stated they have been in Greensboro for 13 years.*

*Mayor Pro Tempore Holmes asked if anyone else wished to speak regarding this item. Seeing none, he closed the Public Hearing.*

*Council Member Johnson stated this would be in his ward and expressed excitement regarding this project and welcomed Mr. Auman to High Point.*

*Mayor Pro Tempore Holmes echoed Council Member Johnson's excitement noting both of these projects being in the proposed location is a huge credit to our Economic Development Department and staff.*

**A motion was made by Council Member Peters, seconded by Council Member Johnson, to approve agenda item 2024-288.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-273 Soltani Properties, LLC, Annexation 24-02**

A request by Soltani Properties, LLC to consider a voluntary contiguous annexation of an approximate 1.29 acre parcel, located along the west side of Deep River Road, approximately 340 feet south of Running Cedar Trail. The site is addressed as 2009 Deep River Road and also known as Guilford County Tax Parcel 195646.

*Mayor Pro Tempore Holmes opened the Public Hearing*

*Herb Shannon, Senior Planner, provided the staff report for this item. He stated this is a request to annex a 1.29-acre parcel in the central portion of the city along Brentwood Street. The applicant is requesting annexation to obtain access to city utilities; specifically sewer. He provided a map and noted this area is within the City's Extraterritorial Jurisdiction (ETJ Area), and subject to the City's zoning and building permit authority. This annexation represents a logical progression of the City's annexation policy for this area as the property is generally surrounded by the City's corporate limits and is within the City's ETJ and City services and service vehicles are already present in this area.*

*Mayor Pro Tempore Holmes asked if anyone would like to speak regarding this item. Seeing none, he closed the Public Hearing.*

**A motion was made by Council Member Moore, seconded by Council Member Andrew, to approve agenda item 2024-273.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-276 Frances Marshall and Joan Behrens, Annexation 24-01**

A request by Frances W. Marshall and Joan W. Behrens to consider a voluntary contiguous annexation of approximately 24.9 acres, lying northeast of the intersection of Willard Dairy Road and Southwest School Road (2513 and 2501 Willard Dairy Road). The site is also known as Guilford County Tax Parcel 169927 and 169949.

*Mayor Pro Tempore Holmes opened the Public Hearing.*

*Herb Shannon, Senior Planner, stated he would provide a combined presentation for this item and agenda item 2024-277 but Council would need to vote on them separately. He stated the applicant is requesting annexation into the city to support the development of a townhome subdivision, noting this site is within the city's designating planning area. He stated the annexation proposal is for approximately 136 townhome units and provided a map of the area. He stated there have been several annexation and zoning approvals in this area since the 1990's that allow a mixture of single family, twin home, and townhome developments. He said this annexation petition represents logical progression of the City's annexation policy for this area as the proposed annexation site is generally surrounded by the City's corporate limits. He noted city services are already present in the area and staff is supporting this request.*

*Mr. Shannon explained regarding the zoning portion of the request, the land is currently zoned Agricultural within Guilford County, and the request is to establish a Conditional Zoning Residential Multifamily 16 Development to support a townhome development. In conjunction with the zoning request, they submitted a conditional zoning document that is part of the staff report. The summary of those conditions is restricting development size (number of attached townhome units), higher set back standards to the north in tract 2, higher street yard landscaping, and a provision for a public street stub of the northern property line. He noted this request was submitted prior to the 2045 Comprehensive Plan. He reviewed compatibility with surrounding areas and mitigation of impacts, and noted staff is supporting this request.*

*Council Member Harman noted his concern with sprawl and is not in favor of this request.*

*Council Member Peters noted her concerns with being in compliance with the 2045 Comprehensive Plan and asked how we could start moving forward focusing on the plan.*

*Mr. Shannon noted that this is the last zoning application received under the former land use plan and future applications would be reviewed using the 2045 Comprehensive Plan guidelines.*

*Council Member Andrew noted his support of this item noting he doesn't think it violates the 2045 Comprehensive Plan as there are already developments near the site.*

*Council Member Moore, noted his support of this item.*

*Charlie Hall, Applicant, 1007 Battleground Avenue Greensboro, NC 27408*

*Mr. Hall stated Windsor Homes has been around since 2001 and provided background of the company and noted recent developments constructed in High Point. He noted the current proposed site is in Guilford County and needs to be annexed in the town of High Point and stated this item received unanimous approval from the Planning Board and no one showed up in opposition. He reviewed the current zoning request and reviewed the 136-unit proposal and provided examples of other developments constructed by Windsor Homes. He provided logistics of the operation of the development and noted during the community meeting eight residents were present and several phone calls were received and he reviewed those concerns.*

*Council Member Cook noted her concern regarding the overcrowding of the school, maintaining green space, and affordability of the homes.*

*In response to Council Member Cook, Mr. Hall spoke to affordability noting these homes will not be constructed for another two to three years, they are keeping cost in mind, a traffic impact analysis was not required, a buffer is required and noted the need to stay off the gas line.*

*Brand Winfrow, 615 Piedmont Crossing Drive - spoke to his concerns regarding the overcrowding of the school.*

*Council Member Moore noted the Guilford County School Board should be addressing the overcrowding issues.*

*Mayor Pro Tempore Holmes pointed out that there is a housing crises and housing stock matters.*

*David Michaels, Applicant, 1007 Battleground Ave. Greensboro, stated these units are more suited for empty nesters or young families; a turning lane will be required for Willard Dairy Road and noted his company will comply with DOT requirements. He stated there is a tremendous need for housing and they work to keep cost down and these units have been well received in the market.*

*Mayor Pro Tempore Holmes asked if anyone else would like to speak for or against this item. Seeing none, he closed the Public Hearing.*

**A motion was made by Council Member Moore, seconded by Council Member Andrew, to approve agenda item 2024-276.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, Council Member McKiver, Council Member Johnson, Council Member Peters, and Council Member Andrew

**Nay:** At-Large Council Member Cook and Council Member Harman

**Absent:** Mayor Jefferson

**2024-277     Public Hearing Regarding Land Acquisition & Development Services, Zoning Map Amendment 24-13**

A request by Land Acquisition & Development Services, LLC to rezone approximately 25 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to a Conditional Zoning Residential Multifamily - 16 (CZ RM-16) District. The site is located northeast of the intersection of Willard Dairy Road and Southwest School Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

*The Zoning Presentation for this item can be found under agenda item 2024-276*

*Mayor Pro Tempore Holmes opened the Public Hearing and asked if anyone would like to speak for or against this item. Seeing none, he closed the Public Hearing.*

**A motion was made by Council Member Moore, seconded by Council Member Peters, to approve agenda item 2024-277 and approve the Consistency and Reasonableness Statements as noted in the staff report.**

**Consistency and Reasonableness Statements**

*That Zoning Map Amendment 24-13 is consistent with the City's adopted policy guidance because policy guidance evaluation for this request includes both the former Land Use*

*Plan, which was in effect at the time the application was submitted, and the newly adopted 2045 Comprehensive Plan. The request is supported by several of the goals, objectives and policies of the former Land Use Plan and by newly adopted policies of the 2045 Comprehensive Plan. Furthermore, adopted land use policy supports higher intensity residential development for this area as similar RM-16 District zoning/land uses have been approved for adjacent parcels to the east and west of this site.*

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, Council Member McKiver, Council Member Johnson, Council Member Peters, and Council Member Andrew

**Nay:** At-Large Council Member Cook, and Council Member Harman

**Absent:** Mayor Jefferson

**2024-278 Public Hearing Regarding City of High Point, Text Amendment 24-01**

A request by the Planning and Development Department to adopted various miscellaneous amendments to the City of High Point Development Ordinance pertaining to:

- a) Removes references to the Land Use Plan, the Land Use Plan Amendment, and the Community Growth Vision Statement and amends the ordinance to incorporate the Comprehensive Plan.
- b) Removes the Rules of Procedure information from the Planning & Zoning Commission, Historic Preservation Commission, and the Board of Adjustment (BOA) to avoid conflict with the adopted Rules of Procedures and amends Section 2.2.5., Historic Preservation Commission to change “Guidelines” to “Standards” and update the qualifications.
- c) Amends various sections of the Development Ordinance related to Certificates of Appropriateness (COA), change “Guidelines” to “Standards”, and removes the BOA as the appeal body for COA’s; and
- d) Amends Section 3.8.8.B.4 and Section 3.8.8.E to maintain consistent wording and adds the Washington Street Historic District.

*Mayor Pro Tempore Opened the Public Hearing.*

*Samuel Hinnant, Interim Development Director, provided the staff report and discussed the following changes:*

- a) *Removes references to the Land Use Plan, the Land Use Plan Amendment, and the Community Growth Vision Statement and amends the ordinance to incorporate the Comprehensive Plan.*



- b) Removes the Rules of Procedure information from the Planning & Zoning Commission, Historic Preservation Commission, and the Board of Adjustment (BOA) to avoid conflict with the adopted Rules of Procedures and amends Section 2.2.5., Historic Preservation Commission to change “Guidelines” to “Standards” and update the qualifications.*
- c) Amends various sections of the Development Ordinance related to Certificates of Appropriateness (COA), change “Guidelines” to “Standards”, and removes the BOA as the appeal body for COA’s; and*
- d) Amends Section 3.8.8.B.4 and Section 3.8.8.E to maintain consistent wording and adds the Washington Street Historic District*

*Mayor Pro Tempore Holmes asked if there was anyone that wished to speak for or against this item. Seeing none, he closed the Public Hearing.*

**A motion was made by Council Member Peters, seconded by Council Member Johnson, to approve agenda item 2024-278 and approval of the Consistency and Reasonableness Statements as stated in the staff report.**

**Consistency and Reasonableness Statements**

*That Text Amendment 24-01 is consistent with the City’s adopted policy guidance because these general amendments make the Development Ordinance more up-to-date, user-friendly and flexible. Furthermore, the request is reasonable and in the public interest because the proposed amendments to the Development Ordinance address necessary changes due to the adoption of the 2045 Comprehensive Plan and Chapter 160D of the NC General Statutes and continue to provide consistent language and formatting.*

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-292      Consideration of an Appointment to the Human Relations Commission**

City Council is requested to consider the appointment of Allan Johnson to the Human Relations Commission; term effective immediately and expiring on November 1, 2025.

**A motion was made by Council Member Cook, seconded by Council Member Johnson, to approve agenda item 2024-292.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-293      Consideration of an Appointment to the Historic Preservation Commission**

City Council is requested to confirm the appointment of Shawn Smith to the Historic Preservation Commission; term effective immediately and expiring on June 30, 2026.

**A motion was made by Council Member Peters, seconded by Council Member Moore, to approve agenda item 2024-293.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-294      Consideration of Reappointments to the Theatre Advisory Board**

City Council is requested to consider the reappointments of Tom Blount, Clay Fielding, Mary McInerney, and Edie Williams to the Theatre Advisory Board with terms effective immediately and expiring on June 1, 2027.

**A motion was made by Council Member Moore, seconded by Council Member Cook, to approve agenda item 2024-294.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**2024-295      Consideration of Reappointments to the Board of Adjustment**

City Council is requested to confirm the reappointments of Deborah Davis and John Kennett (Alternate Member) to the Board of Adjustment with terms effective immediately and expiring on June 30, 2027.

**A motion was made by Council Member Moore, seconded by Council Member Johnson, to approve agenda item 2024-295.**

**Motion carried with the following vote:**

**Aye:** Mayor Pro Tem Holmes, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** Mayor Jefferson

**ADJOURNMENT**

*Mayor Pro Tempore Holmes reminded everyone of the State of the City event on Wednesday.*

*There being no further business to come before the City Council, the meeting adjourned at 7:02 p.m.*

Respectfully Submitted,

\_\_\_\_\_  
Michael Holmes, Mayor Pro Tempore

Attest:

\_\_\_\_\_  
Sandra Keeney, City Clerk

**Transparency, Engagement, and Communication Committee**

*Chaired by Mayor Pro Tempore Holmes*

*Committee Members: Holmes, Cook, Harman, and Moore*

**July 17, 2024 –9:00 a.m.**

**High Point Municipal Building**

**211 S. Hamilton Street**

**3<sup>rd</sup> Floor, Council Chambers**

**Transparency, Engagement, and Communications - Chair Michael Holmes**

**CALL TO ORDER**

*Chair Holmes called the Transparency, Engagement, and Communication Committee to order at 9:00 a.m. and stated all Committee Members were present.*

**Present:** Chair Michael Holmes, Committee Member Cook, Committee Member Harman, and Committee Member Moore

**2024-297     Disparity Study and MWBE Program Update**

Staff will present an overview of the Disparity Study and provide an update.

*Bobby Fitzjohn, Financial Services Director, spoke on the Minority and Women-owned Business Enterprises (MWBE) Program, the disparity study, and the recent resources added. He introduced Cynthia Barnes, the MWBE Coordinator.*

*Ms. Barnes provided an update on the progress of the past 14 months and thanked the Committee and Council for the huge investment in the community by funding this project. She provided some updates on community outreach and partnerships and explained the disparity study. She spoke on the analysis of minority-owned businesses and whether race and gender had been a barrier to equal access to public contracts in the past. She said the disparity study would help to recommend and implement remedies and solutions.*

*She mentioned the City of High Point study was her fourth study and said the High Point team was the best team of stakeholders she had ever worked with. She spoke on the staff involved and the steering committee.*

*Ms. Barnes highlighted some outreach events and efforts to ensure business owners participated in the disparity study and of the efforts being utilized to collect the data. She said the business survey was already underway and asked the Committee to encourage business owners in their districts to participate in the survey. She talked about the outreach efforts, including two upcoming virtual public meetings in August, weekly email blasts, and social media posts.*

*In response to Chair Holmes, she indicated that people could go onto the city website to get on the email list, as well as access the links for the disparity study and the virtual meetings. She said she would look into Chair Holmes' suggestion of creating a QR code for increased engagement.*

*Ms. Barnes spoke on the business focus group they were in the process of assembling. She said the preliminary phase of the project had been completed and shared some of the accomplishments of that phase. She provided an update on current and upcoming activities, including the public meetings.*

*In response to Committee Member Moore, she indicated the public meetings would be virtual and stated she has seen greater participation with the virtual platform.*

*Ms. Barnes provided an overview of her accomplishments in the 14 months she has been in the role and said a lot of the activity has involved an internal study of the existing program and executing the disparity study. She said she spent some time with the purchasing staff and team studying existing solicitation documents and identifying changes that needed to be implemented. She talked about the development MWBE training module to help internal staff understand the nuances of the program.*

*She spoke on community partnerships with MWBE agency advocates to foster collaborative initiatives and shared some of the entities she had established partnerships with to build a stronger diversity program.*

*In response to Committee Member Harman, she said spring of 2025 was a target date to present the findings of the disparity study to Council, and that the impact of the study would be dependent on the depth of resources and the findings presented in the study. She spoke on the timelines of the other studies she had been a part of in the past.*

*In response to Committee Member Moore, Ms. Barnes said the targeted businesses for the study were in the state of North Carolina. She spoke on the statistical market area and that their market went all the way to Charlotte and to Raleigh. She said the businesses were compiled of businesses identified in the local database, as well as the Department of Labor and Census Bureau. She emphasized the importance of getting feedback, including non-minority owned businesses to get an accurate picture.*

*She explained some of the changes she had already made because of the document review and shared some examples.*

*A discussion ensued regarding the selection process of contractors and some barriers to success that were identified for minority-owned businesses.*

*Chair Holmes thanked Ms. Barnes for her hard work and informative presentation.*

## **ADJOURNMENT**

*There being no further business to come before the Transparency, Engagement, and Communication Committee, the meeting adjourned at 9:54 a.m.*

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Michael Holmes, Chairman

Attest:

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Alison Glynn, Deputy City Clerk

**FINANCE COMMITTEE**  
*Chaired by Council Member Moore*  
*Committee Members: Moore, Peters, Holmes, and Andrew*  
**August 1, 2024 – 4:00 P.M.**  
**Council Chambers – Municipal Building**  
**211 S. Hamilton Street**

**FINANCE COMMITTEE - Britt W. Moore, Chair**

**CALL TO ORDER**

*Chairman Moore called the Finance Committee Meeting to order at 4:00 p.m. and stated all Committee Members were present with the exception of Committee Member Andrew.*

**Present:** Chair Britt Moore, Council Member Michael Holmes, and Council Member Monica Peters

**Absent** Council Member Tim Andrew

**PRESENTATION OF ITEMS**

**2024-300      Consideration of a Contract with SCS Engineering**

City Council is requested to consider a contract with SCS Engineering in the amount of \$93,628.00 for a Solid Waste Feasibility Study and authorize the appropriate City Official(s) to execute all necessary documents.

*Robby Stone, Public Services Director, provided the staff report for this item. He stated a Request for Proposal (RFP) was advertised for a Solid Waste Feasibility Study to assess the operations and finances of the Landfill, Material Recovery Facility (MRF), Ingleside Compost Facility (ICF), and Environmental Services collections. This study will evaluate short, mid, and long-term feasibility, regarding rates, staffing, equipment and permitting.*

*In response to Chairman Moore, Mr. Stone stated a Solid Waste Feasibility Study has not been performed in the last seven years.*

*In response to Mayor Pro Tempore Holmes, Mr. Stone stated this study would ensure that High Point is competitive with surrounding jurisdictions.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-300.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-301      Consideration of a Sole Source Purchase from FIALab Instruments, Inc.**

City Council is requested to consider FIALab Instruments, Inc. as Sole Source vendor to purchase a flow injection nutrient analyzer with parts in the amount of \$67,215.

*Robby Stone, Public Services Director, provided the staff report for this item. He stated this item is to make a sole source purchase for a flow injection nutrient analyzer for the Water Quality Lab. The equipment is used to test the water, wastewater, and stormwater facilities to ensure they are in compliance with state and federal regulations. The current equipment is near the end of service life and funds are available in the 2024-2025 budget.*

*In response to Chairman Moore, Mr. Stone stated there would be a two month turn around for installation.*

**A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-301.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-303     Consideration of a Sole Source Contract with GEA Mechanical Equipment US, Inc.**

City Council is requested to consider GEA Mechanical Equipment US, Inc. as a Sole Source vendor for a 3-year Contract in the amount of \$249,375 and authorize the appropriate City Official(s) to execute all necessary documents.

*Robby Stone, Public Services Director, provided the staff report for this item. He stated this item is to enter into a three-year contract with GEA Mechanical Equipment US, Inc. as sole source vendor for the maintenance and repair of two centrifuges at the Eastside Wastewater Treatment Plant. He explained these are used for de-watering solids as part of the wastewater treatment process and noted staff would perform the routine maintenance.*

*In response to Chairman Moore, Mr. Stone stated the funds would be distributed over three years.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-303.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-305     Consideration of a Memorandum of Understanding for a Feasibility Study**

City Council is requested to consider a Memorandum of Understanding for Piedmont Triad Regional Water Authority (PTRWA) to conduct a feasibility study of the City of Asheboro joining the PTRWA and authorize the appropriate City Official(s) to execute all necessary documents.



*Damon Dequenne, Assistant City Manager, provided the staff report for this item. He stated due to increase in regional demand for wastewater service and some local infrastructure needs by the City of Asheboro with their wastewater treatment plant, there has been discussions about potentially including Asheboro as a member of the PTRWA. He stated this Memorandum of Understanding is collaborating on conducting a feasibility analysis of Asheboro joining the PTRWA and to do something regionally with wastewater. He noted the City of Asheboro, PTRWA Board, and the City of Greensboro has approved this item. He stated there will be no cost to the City and there will be a more in depth report presented to the City Council on Monday.*

*In response to Mayor Pro Tempore Holmes, Mr. Dequenne provided information regarding how this collaboration would benefit the City.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-305.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-307 Consideration of a Contract with the North Carolina League of Municipalities**

City Council is requested to consider a contract with the North Carolina League of Municipalities in the amount of \$102,104 for Workers' Compensation Services from September 1, 2024 to August 31, 2027 and authorize the appropriate City Official(s) to execute all necessary documents.

*Angela Kirkwood, Human Resources Director, provided the staff report this item. She stated the City of High Point is currently under contract with NCLM to provide third party workers' compensation claims administration for an annual fee of approximately \$36,454.00. The current agreement expires August 31, 2024. The Department of Human Resources requested proposals from three vendors known for their expertise in working with local governments and municipalities to administer worker's compensation claims. Compensation Claims Solutions, PMA Management Corp., and the North Carolina League of Municipalities provided proposals and presentations of their services. She provided proposed services from all three vendors, and asked that the North Carolina League of Municipalities be awarded the contract.*

*In response to Chairman Moore, Ms. Kirkwood stated the initial contract with the NCLM was in 2021.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-307.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-308      Consideration of a Purchase from Wesco, Inc.**

City Council is requested to consider a purchase from Wesco, Inc. in the amount of \$3,178,681.54 for two upcoming streetscape projects for Washington Street and the downtown Showroom District.

*Tyler Berrier, Electric Utilities Director, provided the staff report for this item. He stated this item would be procuring materials for two projects that are in the Capital Plan which are undergrounding of utilities on Washington Street and expansion of the downtown showroom district. He stated staff would be performing the installation once the conduit and vaults are installed.*

**Chairman Moore made a motion, seconded by Committee Member Peters, to approve agenda item 2024-308.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-309      Consideration of a Contract with SHI, Inc.**

City Council is requested to consider a contract with SHI, Inc. in the amount of \$135,209.46 for the renewal of licensing for Checkpoint firewall appliances and that the appropriate City Official(s) be authorized to execute all necessary documents.

*Virginia Baskins, Assistant IT Services Director, provided the staff report for this item. She stated this item is for the annual renewal for Checkpoint firewall appliances which would allow the City to continue to use these appliances and allow access to updates and support when needed. She noted the purchase would occur under the Charlotte Technology Products and Related Services purchasing contract # 2020000547 and stated there is a reduction of cost from last year.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-309.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-310      Consideration of a Purchase from Capital Chevrolet**

City Council is requested to consider a purchase of two Chevrolet 2500 trucks from Capital Chevrolet in the amount of \$97,483.12 and declare the current trucks as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Manager, provided the staff report for this item. He stated the Electric and Fire Departments are each currently utilizing a three-quarter ton truck that needs to be replaced due to age, condition, and mileage. Capital Chevrolet has the Chevrolet 2500 that will continue to meet their needs. The price of \$47,321.90 is for the truck and equipment package with DMV fees of \$1,419.66. The total cost of two (2) is \$97,483.12. Delivery is estimated to be 280-365 days and funds are available in the current year budget.*

*In response to Chairman Moore, Mr. Rogers stated the trucks are the same and explained DMV fees.*

*In response to Committee Member Peters, Mr. Rogers stated these truck would be purchased under State Contract #2510A*

**A motion was made by Chairman Moore, seconded by Council Member Peters, to approve agenda item 2024-310.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-311 Consideration of a Purchase from Rodders and Jets Supply**

City Council is requested to consider a purchase of two Freightliner 114SD chassis with Vacall AJV 1015 bodies from Rodders and Jets Supply in the amount of \$1,156,081 and declare the old units as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Water Mains Division is currently utilizing a 2015 and a 2016 Freightliner chassis with Vacall bodies that need to be replaced due to usage, overall condition, operating cost, and hours. Rodders and Jets Supply has the Freightliner 114SD chassis with Vacall AJV 1015 Body that will continue to meet their needs. The price of \$578,040.50 is for the chassis, Vacall body, extended warranty, operator training, and delivery. The price of two (2) is \$1,156,081. Delivery is estimated to be 365+ days and funds are available in the current year budget.*

*In response to Chairman Moore, Mr. Rogers stated these will not be available until the end of 2025.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-311.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-312      Consideration of a Purchase from Carolina Environmental Systems, Inc.**

City Council is requested to consider a purchase of a new 2025 Battle Motors LET2 cab/chassis with Heil Dura Pack 40 cubic yard body from Carolina Environmental Systems, Inc in the amount of \$396,986.00 and declare the current truck as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Environmental Services Division is currently utilizing a 2014 Peterbilt front-end loader that needs replacement due to age, condition, and usage. Using the Heil/Sourcwell Contract# 110223-THC, a 2025 Battle Motors LET2 cab/chassis with Heil DuraPack 40 cubic yard full eject front end loading refuse body is being recommended for Council approval. The new unit is like other trucks they are using and will meet their needs. The price of \$396,986 is for the truck, training, extended warranty, and delivery. The estimated delivery is less than 365 days and funds are available in the current year budget.*

**A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-312.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**2024-313      Consideration of a Purchase from Capital Chevrolet**

City Council is requested to consider a purchase of three Chevrolet 2500 chassis with utility bodies from Capital Chevrolet in the amount of \$182,671.05 and declare the current trucks as surplus and disposing through the online auction process.

*Kevin Rogers, Fleet Director, provided the staff report for this item. He stated the Customer Service Department is currently utilizing three three-quarter ton trucks with utility bodies that need replacement due to age and overall condition. Capital Chevrolet has the 2025 Chevrolet 2500 with Knapheide body that will continue to meet their needs. The price of \$59,116.84 is for the truck, utility body and equipment package with DMV fees of \$1,773.51. Total cost of three is \$182,671.05. Delivery is estimated to be 280-365 day and funds are available in the current year budget. He noted the recommendation also includes declaring the current trucks as surplus and disposing through the online auction process.*

*In response to Mayor Pro Tempore Holmes, Mr. Rogers stated the link for the online auction process is on the Fleet Services page of the website.*

**A motion was made by Chairman Moore, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-313.**

**Motion carried with the following vote:**

**Aye:** Chair Moore, Council Member Holmes, and Council Member Peters

**Absent:** Council Member Andrew

**ADJOURNMENT**

*Eric Olmedo, Assistant City Manager, introduced Carla Huggins, Fellow with UNC and noted she would be working on various projects for the next 11 months.*

*Chairman Moore noted the Carolina Core FC would be playing in town this week and the Charles Ray concert series would also be taking place this weekend.*

*Committee Member Peters reminded everyone of Social Saturday.*

*There being no further business to come before the Finance Committee, the meeting adjourned at 4:24 p.m.*

Respectfully Submitted,

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Britt W. Moore, Chairman  
Finance Committee

Attest:

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Sandra Keeney, City Clerk

**HIGH POINT CITY COUNCIL  
SPECIAL MEETING  
August 5, 2024 – 4:00 P.M.  
3<sup>rd</sup> Floor Conference Room – Municipal Building**

**CALL TO ORDER, ROLL CALL**

*Mayor Cyril Jefferson called the Special Meeting of the High Point City Council to order at 4:00 p.m.*

**Present** Mayor Cyril Jefferson, Council Member Michael Holmes, Council Member Britt Moore (arrived at 4:12 p.m.), Council Member Vickie McKiver, Council Member Tyrone Johnson (arrived at 4:12 p.m.), Council Member Monica Peters (arrived at 4:15 p.m.), Council Member Patrick Harman, and Council Member Tim Andrew

**Absent** Council Member Amanda Cook

**ADOPTION OF AGENDA**

**Mayor Pro Tempore Holmes made a motion, seconded by Council Member McKiver, to adopt the agenda as presented.**

**Motion carried with the following vote:**

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

**Absent:** Council Member Moore, Council Member Cook, Council Member Johnson, and Council Member Peters

**PRESENTATION OF ITEMS**

**2024-317     Human Resources Departmental Overview**

Staff will provide an overview of the Human Resources Department

*Angela Kirkwood, Human Resources Director, provided the departmental overview and outlined each section of the department, including Talent Acquisition; Learning & Organizational Development; Human Resources Information Systems; Employee Relations and Engagement; Benefits Administration; Safety, Health and Wellness; and the Employee Health Clinic.*

*In response to Mayor Pro Tempore Holmes, Ms. Kirkwood said the currently vacant Learning & Development Consultant position would first perform an initial assessment to determine the training deployment phases. She emphasized the need to focus on customer service and building trust in the organization. She explained that after the initial assessment they would determine the need to hire an additional person. She said the person in the role will meet with department heads to assess the needs of each department within the first 90 days.*

*In response to Mayor Jefferson, Ms. Kirkwood explained the Employee Health Clinic had saved a total of \$9,170 in co-pays since it opened.*

*Mayor Jefferson thanked Ms. Kirkwood for her comprehensive review and said that understanding the whole process was very important.*

*In response to Mayor Jefferson, Ms. Kirkwood spoke on meeting with department directors to determine the greatest need regarding vacancies. She spoke on strategies being implemented to close the gap between employee selection to starting date. She talked about community partnerships to ensure the city maintained a presence in the community. She shared hiring cards with QR codes to current job opportunities and encouraged Council to share the code with prospective employees. She said the department directors were on board with the new recruitment strategies and that she appreciated the interactions with all of them.*

*In response to Mayor Pro Tempore Holmes, she said the current physical recruitment radius included Greensboro, Winston-Salem, community organizations, and regional colleges, community colleges and universities. She said she was looking into expanding the apprenticeship program to include a wider demographic range.*

*Tasha Logan Ford, City Manager, said the public safety recruitment outreach could also include out-of-state candidates, as well as military personnel who might be transitioning to civilian positions.*

#### **2024-316     Regional Water Resources Update**

Staff will provide information on City participation in regional discussions regarding water and sewer infrastructure planning and studies.

*Damon Dequenne, Assistant City Manager, provided the update and recognized Robby Stone, Public Services Director. He provided some background information on the City of High Point water, including its two water sources, City Lake and Oak Hollow Lake. He spoke on the two raw water pump stations, both elevated and ground-level storage tanks, and explained the City was a 19 percent owner of Piedmont Triad Regional Water Authority (PTRWA). He said the city received an average of 2.28 million gallons a day (MGD) of water from them.*

*He spoke on the city-owned Ward Water Treatment Plant and said the plant treated an average of 13.4 MGD and was permitted up to 24 MGD.*

*Mr. Dequenne talked about the two wastewater treatment plants, Eastside Wastewater Treatment Plant and Westside Wastewater Treatment Plant. He explained the city was a regional provider on the wastewater side and has interlocal agreements with neighboring areas, including Archdale, Jamestown, and Sedgefield. He said the Eastside plant was permitted up to 26 MGD and had an average flow of 14.75 MGD. He explained that the Eastside plant discharged into the Cape Fear River Basin.*

*He spoke on the Westside Plant and said it was permitted up to 10 MGD with an average flow of 3.5 MDD. He explained the Westside Plant also had an interlocal agreement with Trinity in the form of 1 MGD. He talked about the major upgrade in 2018 and said the plant discharges into the Yadkin-Peedee River Basin.*

*Mr. Dequenne shared the history of PTRWA and said it was founded by six communities including Greensboro, High Point, Randleman, Randolph County, Jamestown, and Archdale.*

*He showed a map of the Piedmont Triad region and explained that, based on recent economic development plans for the state of North Carolina, the region is much larger than just High Point, Greensboro and Winston-Salem.*

*Mr. Dequenne emphasized the regulatory compliance necessary to address PFOA/PFAS (Forever Chemicals) in the next 3-5 years and explained PTRWA was leading discussions and moving forward with plans to treat out those chemicals. He said the PTRWA treatment upgrade would cost High Point \$16,150,000 based on the city's 19 percent ownership in PTRWA. He spoke on the Ward Water Treatment Plant and future solutions, including switching our source water from City Lake, which contains forever chemicals, to Oak Hollow Lake, which does not. He said, in today's dollars, it will cost over 170 million to treat out forever chemicals and wanted to make sure Council was aware of these developments.*

*Mr. Dequenne spoke on current and future growth areas and said that PTRWA was increasing the size of their treatment plan. He explained High Point had enough water from PTRWA and would not be participating in that expansion, but that the city had to participate in the treatment expansion.*

*He spoke on the significant challenges ahead on how to handle wastewater from development and said that PTRWA is leading the discussion on sewer capacity and service.*

*He talked about the Regional and Wastewater Conceptual Plan (US 421 Corridor) and said High Point could be on the hook for \$900 million. He showed the map from the state report and said Asheboro could be a regionalization focus area. He said there was discussion about Asheboro membership in PTRWA and the feasibility of a regional facility in Asheboro.*

*He said he hoped that in the future some of the funding would be coming from the companies that provided the chemicals in the first place. He spoke about having to deal with the same issues on the wastewater side and said the City is working on plans and solutions but stressed it would be a multi-year process.*

*In response to Council Member Moore, Mr. Dequenne said he did not know how the governance would play it if Asheboro was brought into PTRWA but said it would not change the city's position on the water side of things.*



*Mayor Jefferson thanked Mr. Dequenne for his presentation.*

**2024-318      Closed Session Attorney-Client Privilege**

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

**A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Peters, to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) for Attorney-Client Privilege.**

**Motion carried with the following vote:**

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

**Absent:** Council Member Cook

*Closed Session began at 4:44 p.m.*

**Council Member McKiver made a motion, seconded by Council Member Johnson, to end Closed Session and resume Regular Session.**

**Motion carried with the following vote:**

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

**Absent:** Council Member Cook

*Closed Session ended and Regular Session resumed at 5:20 p.m.*

**ADJOURNMENT**

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

Respectfully Submitted,

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Cyril Jefferson, Mayor

Attest:

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Alison Glynn, Deputy City Clerk

**HIGH POINT CITY COUNCIL  
REGULAR MEETING  
August 5, 2024 – 5:30 P.M.  
COUNCIL CHAMBERS – MUNICIPAL BUILDING  
211 South Hamilton Street**

**ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE**

*Mayor Jefferson called the Regular Meeting of the High Point City Council to order at 5:30 p.m. and stated all members were present with the exception of Council Member Amanda Cook. He called for a Moment of Silence; the Pledge of Allegiance followed.*

**Present:** Mayor Cyril Jefferson, Mayor Pro Tem Michael Holmes, At-Large Council Member Britt Moore, Council Member Vickie McKiver, Council Member Tyrone Johnson, Council Member Monica Peters, Council Member Patrick Harman, and Council Member Tim Andrew

**Absent:** At-Large Council Member Amanda Cook

**ADOPTION OF AGENDA**

**A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Moore, to adopt the Agenda as presented.**

**Motion carried with the following vote:**

**Aye:** Mayor Jefferson, Mayor Pro Tem Holmes, At-Large Council Member Moore, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** At-Large Council Member Cook

**PUBLIC COMMENT PERIOD**

**2024-314      Public Comment Period**

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards, and presentations. Our policy states persons may speak on any item not on the agenda.

- \* Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- \* Persons addressing City Council are asked to limit their comments to 3 minutes.
- \* Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.

- \* If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

James Street, 4109 Tuckberry Drive - Mr. Street spoke about the history of American Legion Post 87, current achievements and services that are provided, and thanked the City for their past support. He asked the City for support for the Veterans Parade such as providing a grand stand and help with marketing the parade.

Kenneth Brown, 2701 Haig St. City of High Point Employee - Mr. Brown provided a handout to the City Clerk, spoke about pay for the Water and Sewer Department and meetings with the Human Resources Department.

Willie Cantrell, AA Football - Mr. Cantrell spoke to challenges regarding obtaining scheduling dates for use of the High Point Parks and Recreation fields, explained logistics and economic impacts regarding having the Battle of the Boarder games in High Point, and spoke to concerns that other entities may be receiving preferential treatment.

Terrell Easter, AA Football - Mr. Easter spoke about scheduling challenges regarding the use of the High Point Park and Recreation Fields, the benefits of keeping the games in High Point, and past meetings with the Parks and Recreation Department.

Jim Bronnert 814 Lakecrest Ave. - Mr. Bronnert thanked Council Member Patrick Harman, City Manager Logan Ford, Deputy City Manager Greg Ferguson, and Police Chief Curtis Cheeks for the work regarding Inn Town Suites. He spoke about neighborhood meetings, and how the City as whole needs to grow.

Mayor Jefferson asked if anyone else wished to speak for Public Comment Period. Seeing none, he closed the Public Comment Period.

### **CONSENT AGENDA ITEMS**

**A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve the Consent Agenda as presented.**

**Motion carried with the following vote:**

**Aye:** Mayor Jefferson, Mayor Pro Tem Holmes, At-Large Council Member Moore, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** At-Large Council Member Cook

**2024-300      Consideration of a Contract with SCS Engineering**

City Council is requested to consider a contract with SCS Engineering in the amount of \$93,628.00 for a Solid Waste Feasibility Study and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-301      Consideration of a Sole Source Purchase from FIALab Instruments, Inc.**

City Council is requested to consider FIALab Instruments, Inc. as Sole Source vendor to purchase a flow injection nutrient analyzer with parts in the amount of \$67,215. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-303      Consideration of a Sole Source Contract with GEA Mechanical Equipment US, Inc.**

City Council is requested to consider GEA Mechanical Equipment US, Inc. as a Sole Source vendor for a 3-year Contract in the amount of \$249,375 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-305      Consideration of a Memorandum of Understanding for a Feasibility Study**

City Council is requested to consider a Memorandum of Understanding for Piedmont Triad Regional Water Authority (PTRWA) to conduct a feasibility study of the City of Asheboro joining the PTRWA and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-307      Consideration of a Contract with the North Carolina League of Municipalities**

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**Approved by the Consent Vote.**

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**Approved by the Consent Vote.**

**2024-309      Consideration of a Contract with SHI, Inc.**

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**Approved by the Consent Vote.**

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City Council is requested to consider a purchase of two Freightliner 114SD chassis with Vacall AJV 1015 bodies from Rodders and Jets Supply in the amount of \$1,156,081 and declare the old units as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-312      Consideration of a Purchase from Carolina Environmental Systems, Inc.**

City Council is requested to consider a purchase of a new 2025 Battle Motors LET2 cab/chassis with Heil Dura Pack 40 cubic yard body from Carolina Environmental Systems, Inc in the amount of \$396,986.00 and declare the current truck as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**2024-313      Consideration of a Purchase from Capital Chevrolet**

City Council is requested to consider a purchase of three Chevrolet 2500 chassis with utility bodies from Capital Chevrolet in the amount of \$182,671.05 and declare the current trucks as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

**Approved by the Consent Vote.**

**GENERAL BUSINESS AGENDA****2024-315      Consideration of Reappointments to the Parks and Recreation Commission**

City Council is requested to confirm the reappointments of Lauren Britton, Jennifer Mays, Nathan Morelli, and Derek Pegram to the Parks and Recreation Commission with all terms effective immediately and expiring July 1, 2027.

**A motion was made by Council Member Moore, seconded by Council Member McKiver, to approve agenda item 2024-315.**

**Motion carried with the following vote:**

**Aye:** Mayor Jefferson, Mayor Pro Tem Holmes, At-Large Council Member Moore, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** At-Large Council Member Cook

**2024-319     Consideration of Reappointments to the Library Board of Trustees**

City Council is requested to confirm the reappointment of Forrest Littleton; term effective immediately and expiring on October 31, 2025, and reappointments of Dorotea Evans and Donna Kaiser with terms effective immediately and expiring on October 31, 2026.

**A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-319.**

**Motion carried with the following vote:**

**Aye:** Mayor Jefferson, Mayor Pro Tem Holmes, At-Large Council Member Moore, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

**Absent:** At-Large Council Member Cook

**ADJOURNMENT**

*There being no further business to come before the City Council, the meeting adjourned at 5:54 p.m.*

Respectfully Submitted,

\_\_\_\_\_  
Cyril Jefferson, Mayor

Attest:

\_\_\_\_\_  
Sandra Keeney, City Clerk

**COMMUNITY DEVELOPMENT COMMITTEE**  
*Chaired by Council Member Johnson*  
*Committee Members: Johnson, Andrew, Cook, McKiver*  
**August 6, 2024 – 4:00 P.M.**  
**Council Chambers – Municipal Building**  
**211 S. Hamilton Street**

**CALL TO ORDER**

*Chair Johnson called the meeting to order at 4:00 p.m. and indicated that Committee Member Cook was absent and all other members were present.*

**Present:** Chair Tyrone Johnson, Committee Member Tim Andrew, and Committee Member Vickie McKiver

**Absent:** Committee Member Amanda Cook

**Community Development Committee - Council Member Johnson, Chair**

**PRESENTATION OF ITEMS**

**2024-320      Local Codes Strategic Plan Update**

Staff will provide a Local Codes Strategic Plan Update.

*Kaylee Parrish, Interim Code Enforcement Manager, provided an overview of code enforcement cases in the city since January. She went over the amount of monthly minimum housing, public nuisance, and zoning cases.*

*In response to Committee Member Andrew, Ms. Parrish explained the process for minimum housing cases. She indicated the number of monthly cases provided in the report were new and did not carry over from month to month.*

*She indicated there were 11 homeless encampment cases since January of 2024 and stated seven were owner corrected, two were city-corrected, and the other two had owners actively working on removing violations.*

*In response to Chair Johnson, Ms. Parrish said there were two new homeless encampments since her last report to the Committee.*

*In response to Committee Member Andrew's request to see the locations of the violations, she said the department was in the process of creating a virtual map pinpointing the violations and locations.*

**For Information Only.**

**2024-321      Community and School Garden Update**

Crystal Mercer, County Extension Agent for Community and School Gardens, will provide an update on the Community and School Gardens Program.

*Cystal Mercer, County Extension Agent for Community and School Gardens, provided an update on the community gardens in High Point. She said four new gardens had been added since her last year for a total of 54 community and school gardens.*

*She spoke on the six gardens that received funding from the city and new and re-started gardens in High Point and Guilford County. She talked about the partnership with High Point Central High School and events like the free plant giveaway, gardening classes at High Point Public Library, and the plant sale. She said the proceeds from the plant sale were used to provide grants for local schools.*

*She spoke on the grant received from Herb Society of America and said they purchased 240 plants for local elementary schools, including Kirkman Park Elementary.*

*Chair Johnson talked about the unity, community and love that he sees with the community garden movement.*

*In response to Committee Member Andrew, Ms. Mercer said gardens sometimes could not be sustained due to staff leaving. She emphasized that a team is needed to sustain the gardens.*

*In response to Committee Member McKiver, she said that High Point Central High School students will help in the garden but need to have a great science teacher to inspire them to get involved. She said they were always looking for volunteers to help with the gardens.*

**For Information Only.**

## **ADJOURNMENT**

*Greg Ferguson, Deputy City Manager, informed the Committee that West End and South Side had cancelled their National Night Out events due to the incoming hurricane.*

*There being no further business to come before the Committee, the meeting was adjourned at 4:22 p.m.*

Respectfully Submitted,

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Tyrone Johnson, Chairman  
Community Development Committee

Attest:

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Alison Glynn, Deputy City Clerk





# City of High Point

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

## Master

**File Number: 2024-327**

**File ID:** 2024-327

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** Finance Committee

**File Created:** 08/07/2024

**File Name:**

**Final Action:**

**Title:** Consideration of Funding for Outside Non-Profit Organizations - High Point Regional Health Foundation  
City Council is requested to modify the entity receiving American Rescue Plan Act (ARPA)  
-enabled funds from High Point Regional Health Foundation to High Point Medical Center.  
(Recommended by Finance Committee.)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Funding for Outside Non-Profit Organizations - High Point Regional Health Foundation

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> Consideration of Funding for Outside Non-Profit Organizations – Change Requested by High Point Regional Health Foundation	
<b>FROM:</b> Stephen Hawryluk, Budget and Performance Director	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> N/A	<b>ADVERTISED DATE/BY:</b> N/A
<b>ATTACHMENTS:</b>	

**PURPOSE:** To modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds, from High Point Regional Health Foundation to High Point Regional Health doing business as High Point Medical Center (herein after "High Point Medical Center").

**BACKGROUND:** In the Spring of 2023, the City conducted a process for non-profit organizations to submit applications for city funds made available by the use of American Rescue Plan Act (ARPA) funds for government services. The City received 58 applications totaling \$18,302,109 in requested funds.

The applications and supporting materials were reviewed by the members of the Finance Committee and on April 1, 2024, the City Council allocated funds, totaling \$3,073,400.

Included in this allocation is \$80,000 for the High Point Regional Health Foundation. Due to their internal accounting procedures, the High Point Regional Foundation has requested that the funds be disbursed to High Point Medical Center instead.

**BUDGET IMPACT:** There is no additional budget impact.

**RECOMMENDATION/ACTION REQUESTED:** The Budget and Evaluation Department recommends City Council modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds, from High Point Regional Health Foundation to High Point Medical Center.



# City of High Point

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

## Master

**File Number: 2024-332**

**File ID:** 2024-332

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 08/13/2024

**File Name:**

**Final Action:**

**Title:** Consideration of Revisions to the Boards and Commissions Liaison Members  
City Council is requested to confirm the appointment of Council Member Cook as Liaison to the Guilford County Continuum of Care Board.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Revisions to the Boards and Commission Liaison Members

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** alison.glynn@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



<b>TITLE:</b> Revisions to the Boards/Commissions Liaison Members	
<b>FROM:</b> Mayor Cyril Jefferson	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> n/a	<b>ADVERTISED DATE/BY:</b> n/a
<b>ATTACHMENTS:</b> Boards/Commission Liaison Members	

**PURPOSE:** To confirm the appointment of Council Member Cook as a Liaison to the Guilford County Continuum of Care Board.

**BACKGROUND:** Mayor Jefferson is requesting the confirmation of Council Member Cook as a Liaison to the Guilford County Continuum of Care Board.

**BUDGET IMPACT:** none

**RECOMMENDATION/ACTION REQUESTED:** City Council is requested to confirm the appointment of Council Member Cook as a Liaison to the Guilford County Continuum of Care Board.

<b><u>BOARDS/COMMISSIONS/LIAISON MEMBERS</u></b> <b><u>(2023-2027) High Point City Council</u></b>	
<u>ABC Board</u> - <b>3<sup>rd</sup> Wednesday- 2:00 p.m.</b> , Administration Offices at 201 W. Fairfield.....	<b>Peters</b>
<u>Arts Council</u> - <b>2<sup>nd</sup> Wednesday- 12 Noon</b> - 121 S. Centennial.....	<b>Harman</b>
<u>Board of Realtors-(Board of Directors)</u> <b>Last Wednesday- Various times/locations</b> .....	<b>Moore</b>
<u>Business High Point – Chamber of Commerce</u> - Board Room, Chamber of Commerce.....	<b>Moore</b>
<u>Citizens Advisory Council</u> - <b>4<sup>th</sup> Thursday- 6:00 p.m.- (various locations)</b> .....	<b>Andrew</b>
<u>Convention &amp; Visitors Bureau</u> - <b>3<sup>rd</sup> Wednesday- 12 Noon</b> – HPCVB @ 1634 N. Main, Suite 102.....	<b>Peters</b>
<u>Economic Development Corporation</u> - <b>1<sup>st</sup> Wednesday- 4 p.m. (none in Jan., July or Dec.)</b> <b>various locations</b> .....	<b>Jefferson/Holmes</b>
<u>Furniture Market Authority (BOD)</u> -(meet 4 times a year) .....	<b>Jefferson/Moore</b>
<u>Forward High Point</u> .....	<b>Jefferson/Harman</b>
<u>Greater HP Food Alliance</u> ... <b>2<sup>nd</sup> Wednesday @ 9:00 a.m.</b> .....	<b>Harman</b>
<u>Guilford County Continuum of Care Board</u> ... <b>1<sup>st</sup> Monday @ 11:00 a.m.</b> .....	<b>Cook</b>
<u>Guilford County Economic Development Alliance Leadership Group</u> – <b>4<sup>th</sup> Thursday of month – 8:30 a.m.</b> GTCC, Cameron Campus, 7908 Leabourne Road, Colfax.....	<b>Jefferson/Holmes</b>
<u>Guilford County Family Justice Center</u> .....	<b>Harman</b>
<u>Guilford County Local Emergency Planning Committee</u> - <b>2<sup>nd</sup> Thursday of month - 9 a.m - 12 Noon</b> Various locations (see attached schedule) .....	<b>McKiver</b>
<u>High Point Area Builders Association</u> <b>4<sup>th</sup> Tuesday of the month – 12:00 p.m.</b> .....	<b>Moore</b>
<u>High Point Community Against Violence</u> - <b>2<sup>nd</sup> Wednesday @ 8:30 a.m.</b> ..... (High Point Police Department)	<b>Moore/McKiver</b>
<u>High Point Theatre Advisory Board</u> - <b>3<sup>rd</sup> Wednesday- 4:00 p.m.</b> - High Point Theatre.....	<b>Cook</b>
<u>ElevateHP: Young Professionals</u> - <b>2<sup>nd</sup> Monday @ 4:00 p.m</b> .....	<b>Cook</b>
<u>Housing Authority</u> - <b>2<sup>nd</sup> Wednesday- 4:00 p.m.</b> - Board Room (unless otherwise posted) .....	<b>Johnson</b>
<u>Human Relations Commission</u> - <b>2<sup>nd</sup> Thursday- 5:30 p.m.</b> - 3 <sup>rd</sup> Floor Lobby Conf. Rm.....	<b>Johnson</b>
<u>Library/Museum Board of Trustees</u> - <b>3<sup>rd</sup> Wednesday- 4:30 p.m.</b> - Board Room- Library .....	<b>Cook</b>
<u>Parks &amp; Recreation Commission</u> - <b>2<sup>nd</sup> Monday – 5:30 p.m.-</b> Parks & Rec. Adm. Offices @ 136 Northpoint.....	<b>McKiver</b>
<u>PART</u> - <b>2<sup>nd</sup> Wednesday @ 8:30 a.m.</b> - PART Office- Greensboro.....	<b>Andrew</b>
<u>Piedmont Triad Regional Council</u> Paul J. Ciener Botanical Gardens, Kernersville.....	<b>Andrew</b>
<u>Guilford County Homelessness Taskforce</u> .....	<b>Jefferson, Holmes, Cook</b>
<u>Transportation Task Force</u> .....	<b>Jefferson/Holmes/Andrew</b>
<u>Transportation Advisory Committee/MPO</u> - <b>4<sup>th</sup> Tuesday @ 10:00 a.m.</b> .....	<b>Jefferson</b>
<u>Welfare Reform Liaison Project</u> .....	<b>Johnson</b>
<u>Workforce Development Board</u> .....	<b>Holmes</b>

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# City of High Point

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

## Master

**File Number: 2024-333**

**File ID:** 2024-333

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 08/13/2024

**File Name:**

**Final Action:**

**Title:** Consideration of Appointments to the Citizens Advisory Council  
City Council is requested to confirm the appointment of Allen Broach to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2026 and the appointment of Marcus Bingham to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2025.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Appointments to the Citizens Advisory Council

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

## History of Legislative File

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

## AGENDA ITEM



<b>TITLE:</b> Appointments – Citizens Advisory Council	
<b>FROM:</b> City Clerk's Office	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> n/a	<b>ADVERTISED DATE/BY:</b> n/a
<b>ATTACHMENTS:</b> Applications	

**PURPOSE:** To confirm the appointments of Allen Broach and Marcus Bingham to the Citizens Advisory Council.

**BACKGROUND:** Mayor Jefferson is recommending the appointment of Allen Broach to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2026. Council Member Moore is recommending the appointment of Marcus Bingham to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2025.

**BUDGET IMPACT:** none

**RECOMMENDATION/ACTION REQUESTED:** City Council is requested to confirm the appointment of Allen Broach to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2026 and the appointment of Marcus Bingham to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2025.



Profile

Marcus Bingham  
First Name Last Name

marcusbingham@officepride.com  
Email Address

115 Marywood Dr  
Street Address Suite or Apt

High Point NC 27263  
City State Postal Code

Home: (336) 847-5718  
Primary Phone Alternate Phone

Office Pride  
Employer

Which Boards would you like to apply for?

Citizens Advisory Council: Submitted

Ward you reside in?

Oakview

Interests & Experiences

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

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:

Gender \*

☒ Male

Profile

Allen

First Name

Broach

Last Name

jabinnc@gmail.com

Email Address

3256 Timberwolf Ave

Street Address

Suite or Apt

High Polint

City

NC

State

27265

Postal Code

Home: (336) 210-5094

Primary Phone

Alternate Phone

Employer

Which Boards would you like to apply for?

Citizens Advisory Council: 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.

I owned an advertising agency for 30 years and was very involved in the community. I served on the United Way board, Preservation Greensboro and numerous others

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:

Gender \*

☒ Male



# City of High Point

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

## Master

**File Number: 2024-334**

**File ID:** 2024-334

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 08/15/2024

**File Name:**

**Final Action:**

**Title:** Consideration of an Appointment to the Parks and Recreation Commission  
City Council is requested to confirm the appointment of John Hollis to the Parks and Recreation Commission; term effective immediately and expiring on July 1, 2026.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Parks and Recreation Commission Appointment

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

### History of Legislative File

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

## AGENDA ITEM



<b>TITLE:</b> Reappointments – Parks and Recreation Commission	
<b>FROM:</b> City Clerk's Office	<b>MEETING DATE:</b> August 19, 2024
<b>PUBLIC HEARING:</b> n/a	<b>ADVERTISED DATE/BY:</b> n/a
<b>ATTACHMENTS:</b> Application	

**PURPOSE:** To confirm the appointment of John Hollis to the Parks and Recreation Commission.

**BACKGROUND:** Council Member Cook is recommending the appointment of John Hollis to the Parks and Recreation Commission; term effective immediately and expiring July 1, 2026.

**BUDGET IMPACT:** none

**RECOMMENDATION/ACTION REQUESTED:** City Council is requested to confirm the appointment of John Hollis to the Parks and Recreation Commission; term effective immediately and expiring July 1, 2026.

---

**Profile**

John

First Name

Hollis

Last Name

uscgguy74@yahoo.com

Email Address

1573 Skeet Club Rd. Apt 234

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Home: (530) 632-4889

Primary Phone

Alternate Phone

Retired

Employer

---

**Which Boards would you like to apply for?**

Parks and Recreation Commission: Submitted

---

**Ward you reside in?**

5

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**Interests & Experiences**

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

As a frequent user of High Point greenways and lakes I have a feel for the need to have these beauties available to the public. As a senior citizen and wheelchair user I can bring a unique perspective to the board. Before moving to NC I served on a number of boards including the United Way where I held various positions including chairman. I also served on a county civil grand jury for one year, and an Area Agency on Aging for four years plus the Red Cross. My resume goes into further details on my work and volunteer experiences. Note: While there are no positions available at this time please keep my application on file.

[Park Resume.docx](#)

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:**

**Gender \***

---

☒ Male

## Resume:

John Hollis  
 1573 Skeet Club Rd, Apt 234  
 High Point, NC 27264  
 530-632-4889

### Board Experiences:

- 1 year, Yuba County CA Civil Grand Jury
- 4+ years, Yuba-Sutter CA United Way. Various positions including Board President
- 4+ years, Area 4 Agency on Aging representing Yuba County, California.  
Positions included Vice Chair and Parliamentarian

### Work Experiences:

- 27 years military:
  - 6 years US Army medic, active and reserve.
  - 21 years US Coast Guard Photojournalist, Public Affairs Specialist, and Public Affairs Officer  
Retiring with the rank of Chief Warrant Officer 3
- 20+ years newspaper work including reporter, photographer, copy editor, page designer, editor, and publisher
- 10+ years freelance photographer

Retired in 2013 prior to moving to North Carolina

### Volunteer Experiences:

- Volunteer photographer for Pink October breast cancer awareness events, 3 years
- Volunteer photographer for Relay for Life, 2 years
- Volunteer photographer for Yuba-Sutter CA Chamber of Commerce
- Volunteer, various positions American Red Cross, 2 years
- Donated 50+ photos to High Point Park and Recreation