

City of High Point

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



Meeting Agenda

Monday, October 3, 2022

5:30 PM

Council Chambers

City Council

Jay W. Wagner, Mayor

Monica L. Peters, Mayor Pro Tem

*Britt W. Moore (At Large), Tyrone Johnson (At Large), Cyril Jefferson (Ward 1),
Christopher Williams (Ward 2), S. Wesley Hudson (Ward 4), Victor Jones (Ward 5),
and Michael Holmes (Ward 6)*

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**[2022-461](#)**Proclamation - Public Power Week - October 2022**

Mayor Jay W. Wagner will read a proclamation recognizing the week of October 3-9, 2022 as Public Power week in the City of High Point.

Attachments: [Public Power Week October 2022](#)

[2022-462](#)**Proclamation - Domestic Violence Awareness Month - October 2022**

Mayor Jay W. Wagner will read a proclamation recognizing the month of October, 2022 as Domestic Violence Awareness month in the City of High Point.

Attachments: [Domestic Violence Awareness Month October 2022](#)

[2022-463](#)**Proclamation - Dysautonomia Awareness Month - October 2022**

Mayor Jay W. Wagner will read a proclamation recognizing the month of October, 2022 as Dysautonomia Awareness month in the City of High Point.

Attachments: [Dysautonomia Awareness Month October 2022](#)

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative[2022-464](#)**Strategic Plan Update**

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

PUBLIC COMMENT PERIOD[2022-465](#)**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.

FINANCE COMMITTEE - Britt Moore, Chair**CONSENT AGENDA ITEMS**[2022-449](#)**Contract - Benchmark Tool & Supply, Inc. - Traqnology Sportstraq GPS Line Marking Machine- Parks & Recreation**

City Council is requested to award a contract to Benchmark Tool & Supply, Inc. in the amount of \$61,327.88 for the purchase of a Traqnology Sportstraq GPS Line Marking machine for sports fields preparation.

Attachments: [1. Contract – Benchmark Tool & Supply, Inc. – Traqnology Sportstraq GPS Line](#)

[2022-450](#)**Contract - American Pontoon Company, Inc. - Parks & Recreation - City Lake Park**

City Council is requested to award a contract to American Pontoon Company, Inc. in the amount of \$101,650.00 for the purchase of a custom built 30 passenger pontoon boat for City Lake Park.

Attachments: [2. Contract – American Pontoon Company, Inc. – Parks & Recreation – City Lak](#)

[2022-451](#)**Contract - Benchmark Tool & Supply, Inc. - ABI Force Zero Turn Work machine - Parks & Recreation**

City Council is requested to award a sole source contract in the amount of \$51,912.20 to Benchmark Tool and Supply, Inc. for the purchase of an ABI Force Zero Turn Work machine for ballfield preparation and landscaping.

Attachments: [3. Contract – Benchmark Tool & Supply, Inc. - ABI Force Zero Turn Work machi](#)

[2022-452](#)**Contract - Border States, Inc. - Large Commercial/Industrial Voltage (277/480V) Transformers (300kVa)- Electric Department**

City Council is requested to award a contract to Border States, Inc. in the amount of \$114,280 for the purchase of four (4) Large Commercial/Industrial Voltage (277/480V) Transformers (300kVa) for warehouse stock.

Attachments: [4. Contract – Border States, Inc. - Large Commercial-Industrial Voltage \(277-48](#)

[2022-453](#)**Contract- Sole Source - Carotek - Flow Meter Eastside Wastewater Treatment Plant (WWTP)**

City Council is requested to award a sole source contract to Carotek in the amount of \$32,812.00

for the purchase and installation of the flow meter at the Eastside Wastewater Treatment Plant (WWTP).

Attachments: [5. Contract- Sole Source – Carotek – Flow Meter Eastside Wastewater Treatme](#)

[2022-454](#)**Contract - Sole Source - C&A Associates, Inc. - PADtrax RFID Property Room Evidence Software**

City Council is requested to award a sole source contract to C&A Associates, Inc. in the amount of \$65,315 for the purchase of PADtrax RFID Property Room Evidence Software.

Attachments: [6. Contract – Sole Source – C&A Associates, Inc. - PADtrax RFID Property Room Evidence Software](#)

[2022-455](#)**Contract - Geotechnical and Material Testing Firms (8) - Atlantic Coast, ECS, DRMP, ESP, Michael Baker, S&ME, Summit, and Terracon**

City Council is requested to approve the selection of eight (8) Geotechnical and Material Testing Firms - Atlantic Coast, ECS, DRMP, ESP, Michael Baker, S&ME, Summit, and Terracon to provide such services for City departments on an as needed basis through master agreements. These agreements will be set up for five (5) year terms to be effective November 1, 2022, through October 31, 2027.

Attachments: [7. Contract - Geotechnical and Material Testing Firms \(8\) - Atlantic Coast, ECS, DRMP, ESP, Michael Baker, S&ME, Summit, and Terracon](#)

[2022-456](#)**Ordinance - Demolish Property- 1503-1507 West English Road (1 Building)**

City Council is requested to adopt an ordinance to approve the demolition of a condemned structure located at 1503 -1507 West English Road (1 Building).

Attachments: [8. Ordinance – Demolish Property- 1503-1507 West English Road \(1 Building\)](#)

[2022-457](#)**Resolution - 10th Amendment to Lease - High Point Theatre/IMC Property**

City Council is requested to adopt a resolution to approve a 10th amendment to the original lease between the High Point Theatre and the International Market Center (IMC) to allow for a consistent budgeting for HVAC service for the period of July 1, 2022, through June 30, 2023, and that the remaining terms of the lease remain as set forth in the original agreement and previous amendments.

Attachments: [9. Resolution – 10th Amendment to Lease HVAC - High Point Theatre-IMC Property](#)

[2022-458](#)**Contract - Southeast Select Civil Construction, LLC - Stormwater Improvements - Blair Park Golf Course**

City Council is requested to award a contract to Southeast Select Civil Construction, LLC in the amount of \$446,371.00 for Blair Park Golf Course Stormwater Improvements.

Attachments: [10. Contract - Southeast Select Civil Construction, LLC – Stormwater Improvements - Blair Park Golf Course](#)

[2022-459](#)**Contract-Sole Source - Evoqua Water Technologies - Eastside Wastewater Treatment Plant (WWTP) Final Clarifier #3**

City Council is requested to award a sole source contract to Evoqua Water Technologies in the amount of \$142,477 to purchase the necessary parts for the repair of final clarifier #3 at the Eastside Wastewater Treatment Plant (WWTP).

Attachments: [11. Contract-Sole Source – Evoqua Water Technologies – Eastside Wastewater Treatment Plant \(WWTP\) Final Clarifier #3](#)

[2022-460](#)**Contract - 2022-2023 Operation InAsMuch Contract with Community Housing Solutions**

Council is requested to approve a contract with Community Housing Solutions (CHS) in the amount of \$200,000 to fund materials and operational expenses with two (2) Operation InAsMuch (OIAM) events during the 2022-2023 fiscal year.

Attachments: [12. Contract - 2022-2023 Operation InAsMuch Contract with Community Housin](#)

PROSPERITY & LIVABILITY COMMITTEE - Council Member Hudson, Chair[2022-466](#)**Presentation - 2019 Bond Project Website**

Finance staff will present information on the website created for the 2019 voter approved bond projects. No action requested, information only.

Attachments: [Presentation - 2019 Bond Project Website](#)

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams, Chair**CONSENT AGENDA ITEMS**[2022-467](#)**Homebuyer Assistance Programs - Update**

Community Development & Housing staff will provide an update on homebuyer assistance provided through City programs and staff will discuss market trends and make recommendations for revisions to the program policy and underwriting guidelines.

Attachments: [FINAL Homebuyer Assistance Programs - Update](#)

[2022-468](#)**Recapture & Resale Policy Revisions - Presumption of Affordability**

To comply with HOME regulations pertaining to continued affordability of HOME-assisted homebuyer properties, the Recapture and Resale Policy is being revised to include the Presumption of Affordability provision.

Attachments: [Recapture & Resale Policy Revisions – Presumption of Affordability](#)

[2022-469](#)**Section 3 Projects - HUD**

Effective November 30, 2020, HUD completed the new Section 3 final rule found at 24 CFR Part 75, designed to improve the focus on economic opportunity outcomes while simultaneously reducing the regulatory burden on those entities that receive funds impacted by this requirement. These regulations are applicable to Section 3 projects for which assistance or funds are committed on or after July 1, 2021. The policy has been updated to reflect those changes and brings the City's policy in alignment with HUD's Section 3 final rule.

Attachments: [FINAL Section 3 Revision - HUD](#)

GENERAL BUSINESS AGENDA[2022-470](#)**Minutes To Be Approved**

August 1, 2022, Regular Meeting Minutes @ 5:30 p.m.

August 11, 2022, Finance Committee Meeting Minutes @ 4:00 p.m.

August 15, 2022, Special Meeting Minutes @4:45 p.m.

Attachments: [Approval of Minutes October 3 2022](#)

[August 1 2022 Regular Meeting Minutes](#)

[August 11 2022 Finance Committee Meeting Minutes](#)

[August 15 2022 Special Meeting Minutes](#)

ADJOURNMENT

**HIGH POINT CITY COUNCIL
REGULAR MEETING
AUGUST 1, 2022 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

MINUTES

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:30 p.m.

Upon call of the roll, the following Council Members were Present (7):

Mayor Jay W. Wagner; Ward 3; Council Member Britt W. Moore, At Large; Council Member Tyrone E. Johnson, At Large; Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member S. Wesley Hudson, Ward 4; and Council Member Victor A. Jones, Ward 5.

Absent (2): Mayor Pro Tem Monica Peters; and Council Member Holmes.

Mayor Wagner called for a Moment of Silence. The Pledge of Allegiance followed.

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding

Initiative

2022-362

Strategic Plan Update

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

Blight Initiative

Councilman Williams, Chairman of the Community Development Committee, provided an update on the local code enforcement monthly activity for the month of July 2022 as follows:

- 19 Minimum Housing Complaints.
- 237 active minimum housing cases
- 3 properties for demolish.
- 2 properties city demolished
- 86 public nuisance complaints
- 234 active public nuisance cases

- 36 city abated nuisance cases
- 69 owner abated nuisance cases
- 20 zoning complaints
- 116 active zoning cases
- 229 signs collected

Lori Loosemore, Code Enforcement Manager shared examples regarding repaired houses for Wards 1, 2, 3, and 4; and stated that in Wards 5 and 6 that there were no examples of repaired houses; and that the owner decided to demolish the property.

Marketing & Branding Initiative

Council Member Michael Holmes, Marketing & Branding Task Force (Task Force) Chairman, reported that the Task Force did not meet in July; discussed the feedback from the community survey; and spoke to the upcoming visit with CivicBrand, the consulting firm that was leading the city's marketing and branding effort.

PUBLIC COMMENT PERIOD

2022-363 Public Comment Period

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- * Persons addressing City Council are asked to limit their comments to 3 minutes.
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- * 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.

Mayor Wagner opened the public comment period.

***James Martin**, High Point Resident voiced concerns regarding traffic safety on Cedrow Dr., speeding through school zones; recommended installing speed humps to help reduce speed; and spoke to the increase in taxes.*

Mayor Wagner closed the public comment period.

FINANCE COMMITTEE - Britt Moore, Chair **Victor introduced items**

2022-338 Contract - SHI Inc. Checkpoint Firewalls - Next Generation - Quantum Series

City Council is requested to award a Charlotte Technology Products and Related Services purchasing contract to SHI, Inc. in the amount of \$204,152.56 for the renewal of licensing and support for its Checkpoint-Next Generation and Quantum Series firewalls and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Adam Ward, Information Technology Services Assistant Director that the City used Checkpoint firewalls at the edge of its network to protect information systems and other assets from cyber-attack (i.e. ransomware, vulnerability exploitation) and sensitive data disclosure (PCI, HIPPA, and CJIS data types); at current, the City utilizes both Next Generation and Quantum series firewalls; information Technologies Services is in the process of migrating between the series of firewalls and the migration is anticipated to be complete within the current fiscal year; and that the funds in the FY 2022-23 budget would be used to acquire Checkpoint licensing and support via SHI, Inc. Staff is recommending approval of the contract with Charlotte Technology Products and related services purchasing contract to SHI, Inc. in the amount of \$204,152.56 for the renewal of licensing and support.

A motion was made by Council Member Jones, seconded by Council Member Hudson, to award a Charlotte Technology Products and Related Services purchasing contract to SHI, Inc. in the amount of \$204,152.56 for the renewal of licensing and support for its Checkpoint-Next Generation and Quantum Series firewalls and that the appropriate City official and/or employee be authorized to execute all necessary documents. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-339 Contract - WESCO Distribution, Inc. - Underground Conduit - Warehouse Stock

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$293,680.80 for the purchase of underground conduit used by the Electric Utilities.

Tyler Berrier, Electric Utilities Assistant Director reported that this request was to purchase 2-inch, 3-inch and 4-inch underground conduit that is commonly used by the Electric Utilities Department. Replenish warehouse stock; the City normally stocked these items in inventory; and that this purchase is outlined below:

- 2" Conduit – 3,360 pieces @ \$26.50 each
- 3" Conduit – 2,112 pieces @ \$51.00 each
- 4" Conduit – 1,368 pieces @ \$70.70 each

Mr. Berrier continued discussion regarding funding; said that funds were included in the current operating budget to cover this material purchase; and that staff is recommending approval for a contract with WESCO Distribution, Inc. in the amount of \$293,680.80 for the purchase of underground conduit used by the Electric Utilities.

A motion was made by Council Member Jones, seconded by Council Member Hudson, to approve a contract to WESCO Distribution, Inc. in the amount of \$293,680.80 for the

purchase of underground conduit used by the Electric Utilities. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-340 Contract - Smith Gardner, Inc. - Kersey Valley MSW Landfill Phase 6 Engineering Services

City Council is requested to award a contract to Smith Gardner, Inc. in the amount of \$319,000 for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste.

Robby Stone, Public Services Director reported; that the City budgeted for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste; plans and permitting had been approved through regulatory agencies; the design engineer would provide services relating to construction documents, bid procurement and construction services including engineering and construction administration, construction quality assurance, construction certification, and reports for the duration of the project; that the City of High Point operated a municipal solid waste landfill for disposal of household trash and other household waste; and that funds are available in the FY 2022-23 budget. Staff is recommending approval to award a contract Smith Gardner, Inc. in the amount of \$319,000.00 for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste.

A motion was made by Council Member Jones, seconded by Council Member Jefferson, to approve a contract to Smith Gardner, Inc. in the amount of \$319,000 for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-341 Resolution - 2021 Local Water Supply Plan

City Council is requested to adopt a resolution for the 2021 Local Water Supply Plan and that the appropriate official execute the resolution. This is an assessment of the water system's current and future water needs and is required for the City to be compliant with the requirements of the NC General Statute G.S. 143-355(1).

Robby Stone, Public Services Director reported that this request had budget impact; explained what a Local Water Supply Plan (LWSP) was; said that by understanding the current and future needs, local governments would be better able to manage water supplies and better prepared to plan for water supply system improvements; North Carolina General

Statute G.S. 143-355(l) required all units of local government that provide public water service to prepare an LWSP; the Public Services Department has submitted High Point's 2021 LWSP and it had been reviewed by the North Carolina Department of Environmental Quality, Division of Water Resources; and that the 2021 LWSP must next be adopted by the High Point City Council in order to be compliant with the requirements of North Carolina General Statute G.S. 143-355(l). Staff is recommending that Council adopt the 2021 Local Water Supply Plan and the appropriate official execute the resolution.

A motion was made by Council Member Jones, seconded by Council Member Johnson, to adopt a resolution for the 2021 Local Water Supply Plan and that the appropriate official execute the resolution. This is an assessment of the water system's current and future water needs and is required for the City to be compliant with the requirements of the NC General Statute G.S. 143-355(1). The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-342 Contract - CDM-Smith - Professional Engineering Services - Sanitary

Sewer Hydraulic Modeling and Master Plan Update

City Council is requested to award a contract to C DM-Smith in the amount of \$289,800 for professional engineering services for the Sanitary Sewer Hydraulic Modeling and Master Plan Update.

Robby Stone, Public Services Director reported that staff had identified the need to update the sanitary sewer master plan (2018) for current conditions and for future development; the updated sewer master plan would be beneficial for planning and prioritizing future capital improvement projects for the sanitary sewer collection and treatment system; the professional engineering services to be provided for this phase of the project included updating the existing sewer hydraulic model with revised alternatives and capital improvement projects; the project would include expansion of the model to include sewer lines 10-inch and greater and select 8-inch sewers; and that funds for this project are available in the 2022-2023 Budget. Staff is recommending the approval and asks for the Council to award the professional engineering services to CDM Smith in the amount of \$289,800.00.

A motion was made by Council Member Jones, seconded by Council Member Hudson, to award a contract to C DM-Smith in the amount of \$289,800 for professional engineering services for the Sanitary Sewer Hydraulic Modeling and Master Plan Update. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-343 Contract - P&S Grading, LLC - Foxwoode Meadows Subdivision Connector

City Council is requested to award a contract to P&S Grading, LLC in the amount of \$452,863 for the construction of a roadway connection between the Foxwoode Meadows and Williams Grove Subdivisions to mitigate a public safety concern during flooding events that restrict access to homes in Foxwoode Meadows and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Trevor Spencer, Engineering Services Director reported that said request was to approve a contract 2022-003 for construction of the Foxwoode Meadows Subdivision Connector to P&S Grading, LLC; the project would construct a roadway connection between the Foxwoode Meadows and Williams Grove Subdivisions to mitigate a public safety concern during flooding events that restrict access to homes in Foxwoode Meadows; the Engineering Services Department designed a roadway connection between Foxwoode Meadows and Williams Grove Subdivisions through the properties located at 1928 Greenstone Place and 3538 Running Cedar Trace; said that both homes at these addresses had been purchased by the City and recently demolished in preparation of the construction project; and on July 13, 2022 the City received bids for contract ENG-2022-003 Funding was available in the FY 2022-2023 budget. Staff is recommending approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the contract to P&S Grading, LLC in the amount of \$452,863.00.

Council Member Jones inquired on the timeframe for the project. Mr. Spencer responded that the contractor would begin work upon issuance of the Notice to Proceed and would have 120 days to complete the work.

A motion was made by Council Member Jones, seconded by Council Member Hudson, to approve a contract to P&S Grading, LLC in the amount of \$452,863 for the construction of a roadway connection between the Foxwoode Meadows and Williams Grove Subdivisions to mitigate a public safety concern during flooding events that restrict access to homes in Foxwoode Meadows and that the appropriate City official and/or employee be authorized to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-344 Contract - Deere & Company - NC State Contract - John Deere Tractor

City Council is requested to award a NC State contract PG 2Y CG 22 to Deere & Company in the amount of \$109,673.34 for the purchase of 2021 John Deere 5090M Utility Tractor with side rear flail mower attachments and declare the old tractor and mowing accessories as surplus and

disposing through the online auction process.

Kevin Rogers, Fleet Services Director reported that the Streets Maintenance Division was currently using a 2011 John Deere 6230 Tractor with side and rear flail mower attachments; the tractor had over 6,000 hours and is in need of replacement due to escalating repair cost; and that funds were available in the 2022-23 budget. Staff is recommending approval for a NC State contract PG 2Y CG 22 to Deere & Company in the amount of \$109,673.34 for the purchase of 2021 John Deere 5090M Utility Tractor with side rear flail mower attachments and declare the old tractor and mowing accessories as surplus and disposing through the online auction process.

A motion was made by Council Member Jones, seconded by Council Member Hudson, to approve a NC State contract PG 2Y CG 22 to Deere & Company in the amount of \$109,673.34 for the purchase of 2021 John Deere 5090M Utility Tractor with side rear flail mower attachments and declare the old tractor and mowing accessories as surplus and disposing through the online auction process. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-345 Resolution - NCDOT - FY23 Section 5303 Planning Grant - Transit

City Council is requested to adopt a resolution for the FY23 Section 5303 Planning Grant and authorize the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project.

Angela Wynes, Transit Manager reported that the City of High Point was awarded Section 5303 funds in the amount of \$134,379 to assist with transit planning activities; this funding represented 90% of the projected costs; these funds are used to cover staff time and expenses related to activities such as route and schedule planning, compliance with civil rights regulations, and developing projects for the Metropolitan and State Transportation Improvement Programs; and that the City's matching share of \$14,931 is included in the FY23 budget. Staff is recommending authorizing the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project.

A motion was made by Council Member Jones, seconded by Council Member Johnson, to adopt a resolution for the FY23 Section 5303 Planning Grant and authorize the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-347 Resolution - Interlocal Agreement - 2019 Edward Byrne Memorial Justice Assistance Grant Funds - JAG

City Council is requested to adopt a resolution authorizing the execution of an Interlocal Agreement between the City of High Point and County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

Travis Stroud, Chief of Police reported that this request was to adopt a resolution ratifying an Interlocal and Sub-recipient Agreement with Guilford County to receive the 2019 Byrne Justice Assistance Grant (J.A.G.) funding; provided a brief background regarding the 2019 J.A.G. Grant award; said that the High Point Police Department proposed using the 2019 J.A.G. funding to purchase a BrassTraxHD3D Cartridge Case Acquisition Station with a triage scope; the station captured highly detailed images of fired cartridge cases, including firing pin impressions on the primer, breech face, extractor, and injector markings; a 3-year warranty would also be purchased in support of the station; this purchase would allow the department to adopt technology in the form of new-and-improved tools to aid officers in solving violent gun crimes; no match is required; however, the department's portion of the JAG totals \$120,029.50; the BrassTraxHD3D Cartridge Case Acquisition Station with triage scope had an estimated cost of \$144,853 excluding tax; the additional funds totaling \$24,823.50 will be identified from the Department's NC Drug Excise Tax Funds. Staff is recommending adopting a Resolution authorizing the execution of an Interlocal Agreement between the City of High Point and the County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant Funds.

A motion was made by Council Member Jones, seconded by Council Member Hudson, to adopt a resolution authorizing the execution of an Interlocal Agreement between the City of High Point and County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-348 Contract - Amendment #2 - City Manager Tasha Logan Ford

City Council is requested to approve amendment #2 to the employment contract of City Manager Tasha Logan Ford and that the appropriate City Official and/or employee be authorized to execute all necessary documents.

Tasha Logan Ford, City Manager reported that this document served as the second amendment to the employment contract of the city manager; said that the Second Amendment Agreement was to modify the terms set forth in the Employment Agreement entered by the City and Employee on May 17, 2021; explained that it clarified the life insurance benefit provided and ensures consistency with existing city referenced documents. City Council is requested to approve the contract amendment and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Jones, seconded by Council Member Johnson, to approve amendment #2 to the employment contract of City Manager Tasha Logan Ford and that the appropriate City Official and/or employee be authorized to execute all necessary documents. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-351 Consideration of Funding - Outside Non-Profit Agencies

City Council is requested to finalize recommendation for the funding of outside non-profit agency requests.

A motion was made by Council Member Jones, seconded by Council Member Hudson, with the exception of the Salvation Army Boys and Girls Club to approve the recommendation for the funding of outside non-profit agency request. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-352 Consideration of Funding - Outside Non-Profit Agencies - High Point

Discovered-Open Door Ministries-Carl Chavis YMCA

City Council is requested to finalize recommendation for the funding of outside non-profit agency requests for High Point Discovered, Open Door Ministries and Carl Chavis YMCA.

A motion was made by Council Member Jones, seconded by Council Member Williams, to recuse Council Member Jefferson due to his affiliation with agencies. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

A motion was made by Council Member Jones, seconded by Council Member Hudson to include funding for the Salvation Army's Boys and Girls Club for \$15,000 donation; and for Discovered-Open Door Ministries-Carl Chavis YMCA City Council is requested to finalize recommendation for the funding of outside non-profit agency requests for High Point Discovered, Open Door Ministries and Carl Chavis YMCA. The motion carried by the following 6-0 unanimous vote:

Aye (6): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Williams, Council Member Hudson, and Council Member Jones

Recused (1): Council Member Jefferson

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-353 Consideration of Funding - Outside Non-Profit Agencies - Macedonia Family Resource Center

City Council is requested to finalize recommendation for the funding of outside non-profit agency requests for Macedonia Family Resource Center.

A motion was made by Council Member Jones, seconded by Council Member Jefferson, to recuse Council Member Williams from this matter. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

A motion was made by Council Member Jones, seconded by Council Member Hudson, to approve the recommendation for the funding of outside non-profit agency requests for Macedonia Family Resource Center. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Hudson, and Council Member Jones

Recused (1): Council Member Williams

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

REGULAR AGENDA ITEMS

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner

PUBLIC HEARINGS

2022-354 Leoterra Development, Inc. Zoning Map Amendment 22-16

A request by Leoterra Development, Inc. to rezone approximately 75.3 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Residential Multifamily - 5 (CZ RM-5) District and the Residential Single Family - 5 (R-5) District. The site is located south of Old Mill Road and east of Skeet Club Road.

Mayor Wagner opened public hearing.

Herb Shannon, Senior Planner, Planning and Development Department reported that the applicant was requesting rezoning to support a mixed-residential development consisting of uses permitted under the R-5 and RM-5 zoning districts. The R-5 zoning district supports single-family detached dwellings developed at a density of five (5) units an acre. The single family attached twinhome use is permitted in the R-5 District when developed as a minimum five (5) acre subdivision development. The RM-5 zoning is a multifamily district that supports a variety of residential use types at densities up to five (5) dwelling units an acre. This district permits multifamily, duplex, single family attached (townhomes and twinhomes), single family detached (single family homes) and triplex/quadplex dwellings. Within both the R-5 and RM-5 districts complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are allowed. Included with this application is a conditional zoning ordinance in which the applicant has offered conditions to: prohibit the multifamily use type; provide a higher street yard landscaping standard along Skeet Club Road and Old Mill Road; provide transportation-related conditions pertaining to right-of-way dedication, vehicular access, and road improvements; and restrict the site to 320 dwelling units that will be divided into the following development tracts. The Planning and Development Department recommends approval of the request to rezone this 75.3-acre tract of land to a CZ-RM-5 and CZ R-5 districts. However, to address traffic safety and vehicular speed concerns along Old Mill Road, the Transportation Department recommends the proposed conditional zoning ordinance be amended as follows to support installation of a round-a-bout:

Amend Transportation Condition D.2 (right-of-way dedication)

2. Right-of-way Dedication

a. Old Mill Road – As part of development permit approval the property owner shall dedicate forty-two (42) feet of right of way, as measured from the centerline of Old Mill Road, along the entire Old Mill Road frontage of the zoning site. Additional right-ofway shall be dedicated at the Wheat Street/Site Access 3 location in order to construct a single lane roundabout at this location.

Transportation Condition D.4.c (improvements)

4. Improvements

c. Intersection of Old Mill Road and Wheat Street/Site Access 3:

As part of development permit approval, the property owner shall provide/install and eastbound turn lane along Old Mill Road with one-hundred (100) feet of storage and appropriate taper. Also, an eastbound and westbound left turn lane along Old Mill Road with one-hundred (100) feet of storage and appropriate taper and a single lane roundabout at this intersection.

At the Planning and Zoning Commission's June public hearing; request was approved with conditions by staff includes for a round about to be installed; included also was the statement of consistency and reasonableness statements.

Damon Dequenne, Assistant City Manager explained the requirements for the roundabout; spoke to traffic safety concerns; to the cooperation working with the applicant; staff; applicant been willing to work with city regarding concerns; and entertained questions. Council Member Hudson asked if the roundabout was a part of the recommendations. Mr. Dequenne replied "yes".

Tom Terrel, Fox Rothchild LLP (represents applicant); said that he had met with property owners regarding enhancing the planning yard; the applicant did agree on enhancements; staff would include changes in the record; gave an overview of his experience regarding zoning matters; explained the traffic impact analysis; spoke to comparable cities with increased traffic; referenced the Trip Generation Manual, 11th Edition that were updated on a constant basis; spoke to four points as followed: 1. Require TIAs for a reason for objective and tech accuracy, 2. Emotion displayed at public hearings should never override traffic counts, principles of engineering, hard data, decades of research, 3. Should never override traffic counts, principles of engineering, hard data, decades of research, and sophisticated software analysis 4. TIA did not recommend roundabout as a mitigation measure for this project's traffic. In conclusion, the applicant would make accommodations to improve density; and entertained questions.

Mr. Shannon clarified for the record that the applicant proposed to make changes to the landscaping to a 'Type B Buffer Standard' along Oldmill Road; and explained what a Type B standard consisted of.

***John Mickler**, 170 Windmill Trail spoke in favor of request; opposed having a roundabout due to traffic safety concerns; and recommended widening the road.*

***Beth Koonce**, 142B Oldmill Road spoke in favor of the request; voiced concerns regarding traffic safety; opposed the roundabout; and in favor for the Type B Buffer.*

***Daniel Hawkins** 148 Stonegate; voiced concerns regarding speeding; and spoke to changes in development in her community.*

***Jerry Gross, Briarwood** asked if apartments were going to be developed. Mr. Terrel replied, "no"; and that the property was not zoned for apartments.*

Mayor Wagner asked if there were anyone else who would like to speak on this matter. Hearing none, the public hearing was closed.

Mayor Wagner opened the floor up for discussion regarding the roundabout.

Council Member Jones spoke to meeting with Mr. Terrel and discussion the original plans; to concerns regarding his constituents that live in said area; and that he was not in favor of the roundabout.

Council Member Hudson voiced appreciation in projects that worked like this project; and thanked everyone for their input.

Mayor Wanger spoke in favor for the request with or without the roundabout; spoke to the misconception regarding roundabouts; and said that research on roundabouts showed to be safer.

A motion was made by Council Member Moore, seconded by Council Member Holmes, to approve the request without a roundabout and to include a Type B Buffer by Leoterra Development, Inc. to rezone approximately 75.3 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Residential Multifamily - 5 (CZ RM-5) District and the Residential Single Family - 5 (R-5) District to include the consistency and reasonableness statement. The site is located south of Old Mill Road and east of Skeet Club Road. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

Consistency and Reasonableness Statements

That Zoning Map Amendment 22-16 is consistent with the City's adopted policy guidance because the requested R-5 and CZ RM-5 zoning districts are in harmony with the Low-Density Residential Map classification and adopted policy guidance documents governing this portion of the City's planning area. Furthermore, the request is reasonable and in the public interest because, as conditioned, the request promotes residential land use and a development density similar to existing developments that have been established in this area using Type B Standards and no roundabout.

GENERAL BUSINESS AGENDA

2022-355 Reappointment - Board of Adjustment - Nho Bui / Matt Witmeyer

City Council is requested to confirm the reappointments of Nho Bui and Matt Witmeyer to the Board of Adjustment; reappointments to be effective immediately and will both expire June 30, 2025.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, to approve the reappointments of Nho Bui and Matt Witmeyer to the Board of Adjustment; reappointments to be effective immediately and will both expire June 30, 2025. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-356 Reappointment - Planning & Zoning Commission - Ray Wheatley

City Council is requested to confirm the reappointment of Ray Wheatley to the Planning and Zoning Commission; appointment to be effective immediately and will expire June 30, 2025.

A motion was made by Council Member Hudson, seconded by Council Member Johnson, to confirm the reappointment of Ray Wheatley to the Planning and Zoning Commission; appointment to be effective immediately and will expire June 30, 2025. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-357 Reappointment - Guilford County-City Insurance Advisory Committee - John Causey

City Council is requested to confirm the reappointment of John Causey to the Guilford County/City Insurance Advisory Committee; appointment to be effective immediately and will expire December 21, 2024.

Mayor Wagner expressed condolences to the passing of Mr. Rudy Hinnant; and commended him for his service to the city; and for serving on the Guilford County-City Insurance Advisory Committee.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to confirm the reappointment of John Causey to the Guilford County/City Insurance Advisory Committee; appointment to be effective immediately and will expire December 21, 2024. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-358 Reappointment - Parks & Recreation Commission - Marshall Newsome

City Council is requested to confirm the reappointment of Marshall Newsome to the Parks and Recreation Commission; appointment to be effective immediately and will expire July 1, 2025.

A motion was made by Council Mayor Wagner, seconded by Council Member Johnson, to confirm the reappointment of Marshall Newsome to the Parks and Recreation Commission; appointment to be effective immediately and will expire July 1, 2025. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-359 Reappointment - Historic Preservation Commission - Holly Davis

City Council is requested to confirm the reappointment of Holly Davis to the Historic Preservation Commission; appointment to be effective

immediately and will expire June 30, 2025.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to confirm the reappointment of Holly Davis to the Historic Preservation Commission; appointment to be effective immediately and will expire on June 30, 2025. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-360 Reappointment - Historic Preservation Commission - Brianne Verstat

Council is requested to confirm the reappointment of Brianne Verstat to the Historic Preservation Commission; appointment to be effective immediately and will expire June 30, 2025.

A motion was made by Council Member Johnson, seconded by Council Member Williams, to confirm the reappointment of Brianne Verstat to the Historic Preservation Commission; appointment to be effective immediately and will expire June 30, 2025. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

2022-361 Minutes To Be Approved

June 7, 2022, Community Development Committee Meeting Minutes @ 4:00 p.m.

June 16, 2022, Finance Committee Meeting Minutes @ 4:00 p.m.

June 21, 2022, Special Meeting Minutes @ 5:00 p.m.

June 21, 2022, Regular Meeting Minutes @ 5:30 p.m.

June 28, 2022, Special Meeting Minutes @ 2:00 p.m.

A motion was made by Council Member Jones, seconded by Council Member Hudson, to approve the meeting minutes. The motion carried by the following 7-0 unanimous vote:

Aye (7): Mayor Wagner, Council member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes

COUNCIL REMARKS

Council Member Williams reminded everyone regarding National Night Out.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:56 p.m. upon motion duly made by Council Member Jones and second by Council Member Hudson.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, CMC
Interim City Clerk

DRAFT

CITY OF HIGH POINT

AGENDA ITEM



Title: PADTrax RFID Property Room Evidence Software- Sole Source Purchase

From: J. Travis Stroud, Chief of Police

Meeting Date: October 3, 2022

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: Quote
Sole Source Letter & Form
Vendor SAM Registration

PURPOSE:

City Council is asked to award a Purchase Order as a Sole Source to C&A Associates, Inc. for PADtrax RFID Property Room Evidence Software. Chief Stroud has approved Equitable Sharing funds for the purchase.

BACKGROUND:

The Police Department's Property Room manages approximately one hundred thousand pieces of evidence. Hence, accuracy and accountability are vital. The Department wishes to employ new technology to aid evidence tracking management and eliminate some manual labor presently required. Evidence Management software aids in:

- Tracking what is entering and exiting the evidence vault
- Reduces theft and losses
- Manages evidence transfers
- Maintains chain of custody reporting

C&A Associates, Inc. of Denham Springs, Los Angeles, is the sole source vendor of the PADtrax RFID Evidence and Accountability system, which employs RFID technology to fully track and monitor items of evidence throughout the entire evidence process in a Law Enforcement environment. The PADtrax® software has been awarded a patent from the U.S. Patent Office. Additionally, the system is utilized by other local law enforcement agencies (i.e., Burlington and Reidsville).

BUDGET IMPACT:

The initial start-up implementation is around \$65,315, with an annual reoccurring cost of about \$6,000 per year. The Chief has approved using Equitable Sharing funds for the start-up costs, which is an allowable expense. In addition, the vendor's current and active SAM registration is verified per the Equitable Sharing Guidelines. A change request will be submitted during the FY 24 budgeting process to pick up the annual maintenance costs.

RECOMMENDATION /ACTION REQUESTED:

The Police Department requests Council approval to purchase PADtrax RFID Property Room Evidence Software using the sole source bid recommendation from C&A Associates, Inc for \$65,315 using Equitable Sharing funds.



C&A ASSOCIATES, INC.

Unique Entity ID MDDKRLL9LEN1	CAGE / NCAGE 6RHN7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 30, 2022	
Physical Address 1814 S Range RD STE A Denham Springs, Louisiana 70726-5206 United States	Mailing Address PO Box 1027 Denham Springs, Louisiana 70727 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Louisiana 06	State / Country of Incorporation Louisiana / United States	URL (blank)

Registration Dates

Activation Date Dec 2, 2021	Submission Date Nov 30, 2021	Initial Registration Date May 16, 2012
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Entity Dates

Entity Start Date Mar 25, 1992	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business

Self Certified Small Disadvantaged Business

Economically Disadvantaged Women Owned

Small Business

Woman Owned Small Business

Woman Owned Business

Other Than One of the Proceeding

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6RHN7

Points of Contact**Electronic Business**

👤
KIM S WHITE

1814 S Range RD. STE A
Denham Springs, Louisiana 70726
United States

CINDY MOSS

1814 S Range RD. STE. A
Denham Springs, Louisiana 70726
United States

Government Business

👤
KIM S WHITE

1814 S Range RD. STE.A
Denham Springs, Louisiana 70726
United States

BILL MOSS

1814 S Range RD. STE A
Denham Springs, Louisiana 70726
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes
Yes	541519
	334290
	541511
	541512
	561621
	922160

NAICS Title
Other Computer Related Services
Other Communications Equipment Manufacturing
Custom Computer Programming Services
Computer Systems Design Services
Security Systems Services (Except Locksmiths)
Fire Protection

Disaster Response

This entity does not appear in the disaster response registry.

Sole-Source Letter

FOR MORE INFORMATION CONTACT:
Matthew Moss
C&A Associates, Inc.
1814 S. Range Road, Suite A
Denham Springs, LA 70726
225.791.7797
mattmoss@caassociates.com



C&A Associates, Inc.

Sole-Source Provider for

PADtrax

The PADtrax RFID Evidence and Accountability system from C&A Associates is the only system available that has successfully employed RFID technology to fully track and monitor items of evidence through the entire evidence management process in a Law Enforcement environment. With PADtrax, agencies account for and track tagged evidence items from intake through movement into and out of an area secured with RFID detection devices. This document details reasons why this system is unique and outlines the reasons why the PADtrax system is a sole-source product with patents issued by the U.S. Patent Office (US 9,836,936 B1). PADtrax is the first structure specifically designed for the use of RFID Technology throughout the entire process of tracking evidence and evidence chain-of-custody assurance, and as such is the only product that is available for this use (i.e. it is a Sole Source product for tracking evidence in a Law Enforcement environment).

A common application for RFID integrators is to make a provision in software that allows an RFID "Smart Label" to be attached to an item so that it can be located with a handheld reader. While this does accomplish the task of making item location easier, it does not assist with any other process of item handling.

Some integrators do attempt to go beyond this by implementing "Chokepoint" or "Pinchpoint" technology into tracking. However, these attempts are often very coarse in their approach. This is because they log the status of a tagged item based on whether the mounted hardware successfully reads the tag. This process may be adequate in situations of less-critical tracking, more predictable movements (such as forklifts and conveyor belts), or situations where items can take a long time to be read, this would not be adequate for evidence room environments.

This is because of a few very important factors:

1. Evidence is transported in and out of evidence by humans. Human bodies introduce a multitude of effects in RF environments.

2. Humans never do the same thing twice. Sometimes items are carried on the left, sometimes the right, etc.
3. Different quantities of items move quickly through the door each time.
4. Most critically, stationary items are often stored within the distance the RFID antenna can read moving objects. This means RFID chokepoint systems must be able to distinguish between moving and stationary items, which is often quite difficult to do in environments that are not tightly controlled (such as lab and testing environments). Most adjustments made to accomplish this are performed at a tradeoff (reliability, read time, etc). PADtrax utilizes proprietary phase-angle analysis and other algorithms in order to make decisions regarding tag movement, inventory, and more.
5. PADtrax analyzes a multitude of data in near-real-time to determine whether a RFID-tagged item is on the inside or outside of the closed door of the evidence room, because such measures are critical when tracking the movement of evidence, which is different than tracking things as they move across a loading dock, conveyor belt, etc.
6. PADtrax is designed to minimize the amount of physical constraint on users. The PADtrax system will accommodate the variances in the way evidence officers move items in and out. These steps, and other procedures in the software, have allowed C&A Associates to receive award and issuance of a patent from the U.S. Patent Office for our use of RFID Technology specifically towards evidence chain-of-custody. We only use PADtrax for evidence accountability which sets us apart from other companies offering one system for all installations.

As the inventor and owner of the PADtrax product line, C&A is the sole-source provider for the PADtrax Evidence Accountability System.

A handwritten signature in black ink that reads "Matthew L. Moss". The signature is written in a cursive, flowing style with a horizontal line underneath the name.

Matthew L. Moss
President
C&A Associates
mattmoss@caassociates.com
800.679.7764



C & A Associates, Inc.

1814 S. Range Avenue Denham Springs, LA 70726
(800)-679-7764
www.PADtrax.com

Quote Number 00001736

Expiration Date	10/31/2022	Account Name	High Point Police Department
Prepared By	Matt Moss	Contact Name	Jane Aswell
Email	mattmoss@caassociates.com	Phone	(336) 887-7859
		Email	jane.aswell@highpointnc.gov

Bill To	1730 Westchester Drive High Point, NC 27262	Ship To	1730 Westchester Drive High Point, NC 27262
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Product Code	Product	Sales Price	Quantity	Total Price
RF-SW-2013	RFID Evidence Software License	\$12,500.00	1.00	\$12,500.00
RF-ZONE-017	RFID Read-Zone	\$3,150.00	3.00	\$9,450.00
RF-BL-2400	RFID Block Reader	\$565.00	2.00	\$1,130.00
RF-SENTER HANDHELD	RFID Handheld	\$3,500.00	1.00	\$3,500.00
RF-EVTAG-4X2	RFID Evidence Tag	\$0.27	100,000.00	\$27,000.00
RF-PRINT-500R300	RFID Printer	\$2,300.00	1.00	\$2,300.00
RF-RIBBON RESIN-3X4	RFID Printer RESIN Ribbons Law Enforcement	\$12.75	10.00	\$127.50
RF-SIG-460HSBR	RFID Signature Pad	\$325.00	1.00	\$325.00
Installation & Training	Installation & Training	\$8,250.00	1.00	\$8,250.00

Subtotal	\$64,582.50
Shipping and Handling	\$731.81
Grand Total	\$65,314.31

Annual Support & Maintenance

Maintenance \$ 6,000.00
Software License, Support, & Updates
Hardware Depot Maintenance

General Conditions

- PADtrax Software has Unlimited Licenses.
- The Purchaser Agrees to Pay Grand Total to the Seller.
- Deposit of 35% Due at Signing. Balance Due Upon Completion of Installation.
- All Servers and PC's to be Provided by Purchaser Based on C&A Specs.
- Purchaser is Responsible for Providing Network Connection from the Server to All Read-Zones.
- Travel, Food, & Lodging Included in Installation & Training Costs.
- 4.0% Surcharge Fee If Paying by Credit Card.

Approvals

Authorized Signature

Signature Date: _____/_____/_____

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
AUGUST 15 , 2022 – 4:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

MINUTES

CALL TO ORDER and ROLL CALL

Mayor Wagner called the meeting to order at 4:49 p.m.

Upon call of the roll, the following Council Members were Present (9):

Mayor Jay W. Wagner; Mayor Pro Tem Monica L. Peters, Ward 3 [arrived at 4:56 p.m.]; Council Member Britt W. Moore, At Large; Council Member Tyrone Johnson, At Large [arrived at 5:25 p.m.]; Council Member Cyril Jefferson, Ward 1; Council Member Christopher Williams, Ward 2 [arrived at 4:51 p.m.]; Council Member Wesley Hudson, Ward 4; Council Member Victor Jones, Ward 5; and Council Member Michael Holmes, Ward 6 [arrived at 5:16 p.m.]

Staff Present:

Tasha Logan Ford, City Manager; Greg Ferguson, Deputy City Manager; Eric Olmedo, Assistant City Manager; JoAnne Carlyle, City Attorney; Meghan Maguire, Deputy City Attorney; and Mary S. Brooks, Interim City Clerk

PRESENTATION OF ITEMS

2022-387 Closed Sessions-Attorney-Client Privilege and Personnel

Council is requested to go into Closed Session pursuant to N.C. General Statute §143-318.11(a)(3) for attorney client privilege.

Council Member Hudson moved to enter Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) for attorney-client privilege; and Closed Session pursuant to N.C.G.S. §143-318.11(a)(6) for personnel at 4:50 p.m.; seconded by Council Member Jefferson the motion passed by an 5-0 unanimous vote.

Aye (5): Mayor Wagner, Council Member Moore, Council Member Hudson, Council Member Jefferson, and Council Member Jones.

Absent (4): Mayor Pro Tem Peters, Council Member Williams, Council Member Johnson, Council Member, and Council Member Holmes. (Note: Absent Council Member during the vote to go into closed session arrived later during the meeting).

Upon reconvening into Open Session at 5:32 p.m., Mayor Wagner announced there would be no action taken as a result of the Closed Sessions.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 5:33 p.m. upon motion duly made by Council Member Jefferson and second by Council Member Holmes.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Parks & Recreation Sole Source – Traqnology Sportstraq GPS Line Marking Machine

From: Lee Tillery –Parks and Recreation Director

Meeting Date: October 3, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Sole Source Recommendation Form
Attachment B – Traqnology Sole Source Document
Attachment C – Quotation – Benchmark Tool and Supply

PURPOSE:

The sole source purchase of the Sportstraq GPS Line Marking machine from Benchmark Tool and Supply, Inc.

BACKGROUND:

The Sportstraq GPS Line Marking machine is a unique product that combines a vehicle platform with an exclusive ride on feature for an airless paint delivery system based on accurate GPS layouts. This machine is designed exclusively for use on all natural and artificial turf fields. This machine will increase our efficiency and productivity tremendously as it relates to ball field preparation and striping. Currently, we have a system where we manually line fields involving two to three crew members and anywhere from 5 hours to a full day to complete, depending on the venue. The Sportstraq would allow us to program in all our different field dimensions and we would only need to one crew member to manage in far less time. The utilization of advanced technology with field preparation will go a long way in assisting us with productivity and allow for a more efficient and accurate system of lining fields.

BUDGET IMPACT:

Funds for this project were appropriated in the operating expenditures of the 2022-23 Parks and Recreation budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve sole source recommendation and purchase for the Traqnology Sportstraq GPS Line Marking machine with Benchmark Tool and Supply, Inc. in the amount of \$61,327.88



2720 Discovery Drive
Raleigh, NC 27616
866-342-7665
BenchmarkSupply.com

Quote

INVOICE NUMBER:	10265
DATE:	8/25/2022
SALES REP:	Josh Glover
PO #	

Customer Information

Company Name: City of High Point

Email: eugene.coleman@highpointnc.gov

Ordered By: Eugene Coleman

Phone:

Ship To:
Eugene Coleman
City of High Point
211 S. Hamilton
PO Box 230
High Point NC 27261
United States

Bill To:
Eugene Coleman
City of High Point
211 S. Hamilton
PO Box 230
High Point NC 27261
United States

Description	Quantity	Rate	Amount
Traqster Ride-On GPS Line Marker - All Inclusive	1	\$55,695.00	\$55,695.00
Delivery and Install	1	\$1,755.00	\$1,755.00

Account / PO#:

Credit Card: VISA MASTER CARD AMERICAN EXPRESS

Credit Card #:

Credit Card Exp. Date:

CVC/Zip Code:

Signature: _____ **Date:** _____

Subtotal	\$57,450.00
Discount Total	
Tax Total	\$3,877.88
Shipping Cost	\$0.00
Total	\$61,327.88

TERMS OF SALE:

-Orders over \$8,000 require a 10% non-refundable down payment before any product is ordered by Benchmark Tool & Supply, Inc., the remaining invoice balance will be due upon delivery and/or installation.
 -Benchmark Tool & Supply, Inc. is responsible for notifying customers that all ordered product has been received by us from our suppliers. Should a customer for any reason not be able to take delivery upon notification, the remaining invoice balance will be due within two weeks of the date on which notification takes place.
 -Should invoice balances not be paid in full based on the above terms, Benchmark Tool & Supply, Inc. reserves the right to rescind any product discounts that were offered at the time the order was placed.
 -A 20% restocking fee will be invoiced to customer, if the order is canceled, after the purchase date.
 -We will issue a refund in the original form of payment for merchandise that is unused & in original packaging within 14 days of purchase. Any defective merchandise can be exchanged within 30 days of purchase. All merchandise returned after 14 days of purchase will have a 20% restocking fee & refund will only be available as store credit. The customer is responsible for return shipping of any returned products, some exclusions may apply.



Traqnology North America is the United States and Canadian importer of Traqnology APS products from Denmark. Traqnology APS is a technology company specializing in sports turf and the golf industry. Traqnology products have unique features that improve speed, efficiency, and quality of work while reducing labor requirements.

Traqnology APS is the Manufacturer of the Sportstraq system. Traqnology North America is the exclusive importer and distributor of the Sportstraq system through an authorized dealer network with protected territories. Benchmark Tool & Supply is the Traqnology North America authorized dealer for Virginia, North Carolina, and South Carolina and the only source to purchase a Sportstraq GPS line marking system. Traqnology North America does not compete with their dealers.

The Sportstraq system is exclusive to the turf market. Sportstraq is the only system that combines a vehicle platform, such as a John Deere Gator, Kubota RTV or our exclusive ride-on painter the Traqster with a high pressure, airless paint delivery system. Sportstraq uses centimeter level GPS combined with an Apple iPad to precisely auto-steer the vehicle and turn the paint nozzle on and off automatically. Sportstraq uses network RTK corrections to achieve repeatable high precision GPS eliminating the need for portable, on-site reference stations. Sportstraq can also be transferred to other vehicles for basic auto-steer needs such as mowing, aerification, spraying, fertilization and more.

- iPad-based system
- universal autosteer
- centimeter level GPS without a base station
- High Pressure, airless paint delivery

I hope this Sole Source Letter serves your needs and satisfies your requirements for the purchase of a Sportstraq system.

Sincerely,

Todd Ford
General Manager
Traqnology North America, LLC

CITY OF HIGH POINT

AGENDA ITEM



Title: Eastside WWTP Final Clarifier #3
Evoqua Water Technologies

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

Meeting Date: October 3, 2022

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Quote
Attachment B- Sole Source Letter

PURPOSE:

To purchase the necessary parts from Evoqua Water Technologies for the repair of final clarifier #3 at the Eastside Wastewater Treatment Plant (WWTP). These parts can be obtained and are provided through the sole source vendor, Evoqua Water Technologies.

BACKGROUND:

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

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Evoqua Water Technologies be approved as a sole source vendor to purchase the parts for final clarifier #3 at the Eastside WWTP for \$142,477.

Aerial View of Eastside WWTP



Final Clarifier #3 Drained.





September 13, 2022

To whom it may concern:

This is to confirm that Evoqua Water Technologies (EWT) is the sole source for Envirex™ Jet-Tech™, and Aqua -Lator™ systems.

We are the OEM, and retain all drawings and proprietary rights. Quoted parts are determined by taking into consideration performance requirements which are specific to the contract. This information can only be obtained from EWT and/or the local area representative.

EWT is the sole source for trained and certified field service techs for our equipment. Heyward-Charlotte Incorporated is our local area representative for installations in North and South Carolina.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

Jeremy Finnel

Evoqua Water Technologies LLC

N19W23993 Ridgeview Pkwy, Suite 200

Waukesha, WI 53188

Tel: (262) 521-8202

www.evoqua.com

Proposal For: CITY OF HIGH POINT

 Jeremy Finnel
 Evoqua Water Technologies

Item Pricing Summary

Item	Part No Description	Qty	Unit Price	Ext. Price
1	W3T268409 DRIVE ASSY - H60 Drive Assembly	1	\$70,950.00	\$70,950.00
2	W3T268409 Unitube Tow Bro Header per dwgs 19189-211 HDG	2	\$27,148.00	\$54,296.00
3	W3T268409 New Scraper Curtains; Includes lower rubber pieces, counterweights, and hardware	2	\$5,775.00	\$11,550.00
4	W2T119874 SQUEEGE-FLDZNG VANE,0.25 X 3",NEOPRENE	150	\$12.54	\$1,881.00
5	W2T119476 SEAL-MANF, 3.625"W X 600"L X 0.25"THK;	50	\$12.70	\$635.00
6	W2T119880 KIT,CLAMP W/BAND 50' X.62" FSTNRS & SPLC	1	\$165.00	\$165.00

Currency: USD

Item(s) Subtotal:	\$139,477.00
Shipping and Handling Charges:	\$3,000.00
Total Net Price:	\$142,477.00

Proposal Notes

Lead Time: 12-14 Weeks ARO

Our Manufacturer Rep in your area is:

Representative:	Kathryn Baker
Company:	Heyward-Charlotte Incorporated
List Address:	2101 Cambridge Beltway Drive Suite A Charlotte, NC, 28273
Phone:	704-583-2305
Email:	kbaker@heyward.net

Payment Terms and Delivery

PO Terms

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

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 10-17-2022
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Sales Tax & GST:

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** Effective May 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to: 704-583-2900
 - or Email to: kbaker@heyward.net
- You may also mail this to:
 - Evoqua Water Technologies
 - N19W23993 Ridgeview Pkwy, Suite 200
 - Waukesha, WI 53188

Evoqua Water Technologies Banking Details

ACH - CTX

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

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: **044000037**
Wire Routing / ABA: **021000021**
Remittance details should go to: **electronicfunds@evoqua.com**

Paper checks via Postal Service

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

Paper checks via Overnight / Courier

Paper checks via Overnight / Courier:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: **electronicfunds@evoqua.com**

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

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days of invoice date. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND NORTH CAROLINA GENERAL STATUTE 160D-1125(b).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

1503, 1505, and 1507 West Green Road

Juan Luis Toledo, Manuel Salvador
Espitia Perez
1 Coachman Court
Greensboro, NC 27407

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 3rd day of October, 2022

Mary Brooks, Interim City Clerk

City Clerk's Office

Mary S. Brooks
INTERIM CITY CLERK

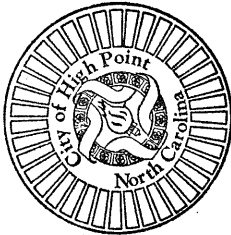


City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Mary S. Brooks, Interim City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on October 3, 2022, and upon approval by City Council will be recorded in Book 97 of the Official Minute Books and Ordinance Book Volume XXII, Ordinance No. 7872/22-92 page 189, Legislative File No. 2022-456 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded, or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 4th day of October 2022.



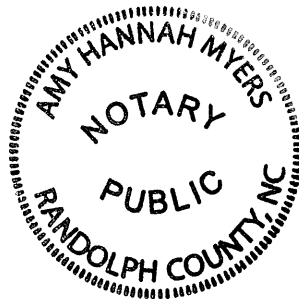
Mary S. Brooks

Mary S. Brooks, Interim City Clerk

ACKNOWLEDGEMENT

I, Amy Hannah Myers, a Notary Public of said County and State, do hereby certify that Mary S. Brooks, is known to me as Interim City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 4th day of October 2022.



Amy Hannah Myers
Amy Hannah Myers, Notary Public

Commission Expires: 04/30/2025

CITY OF HIGH POINT

AGENDA ITEM



Title: Section 3 Policy Revision

From: Thanena S. Wilson, Interim Director,
Community Development & Housing

Meeting Date: October 3, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Section 3 Policy with Revisions

PURPOSE:

Effective November 30, 2020, HUD completed the new Section 3 final rule found at 24 CFR Part 75, designed to improve the focus on economic opportunity outcomes while simultaneously reducing the regulatory burden on those entities that receive funds impacted by this requirement. These regulations are applicable to Section 3 projects for which assistance or funds are committed on or after July 1, 2021. The attached policy has been updated to reflect those changes and brings the City's policy in alignment with HUD's Section 3 final rule.

BACKGROUND:

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons. The City of High Point receives funding through the Community Development and Housing Department, to include CDBG and HOME funds, that requires the implementation of a Section 3 Plan.

BUDGET IMPACT

None

RECOMMENDATION/ACTION REQUESTED:

The Community Development and Housing Department requests a recommendation to City Council for approval.



Section 3 Plan

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I. General Policy Statement

It is the policy of the City of High Point to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. The City implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for Section 3 residents and other qualified low- and very low-income persons. The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of High Point's Section 3 residents and other eligible persons and Section 3 businesses for contracts partially or wholly funded with Section 3 covered funding from the United States Department of Housing and Urban Development (HUD). The City shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to Section 3 residents prior to acting on any proposed contract award.

II. Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the City to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) Section 3 financial assistance, to the greatest extent feasible, are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

III. Section 3 Contracting Policy and Procedure

The City will adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with covered HUD funding. The policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns. All contractors/businesses seeking Section 3 preference must complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required before submitting bids/proposals to the City. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Application.

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing, and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

IV. Section 3 Plan

The City will maintain a Section 3 Action Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. In addition, contractors will be required to submit a Section 3 Action Plan on each Lead and Hazard Control and Healthy Homes projects over \$100,000. For all other development and construction projects, the threshold is \$200,000

V. Section 3 Employment & Training Goals

It is the policy of the City to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with Section 3 covered funding from the Department of Housing and Urban Development (HUD). The City has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 75 – Numerical goal for meeting the greatest extent feasible requirement). The numerical goals are:

(for public housing financial assistance)

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

(for housing and community development financial assistance)

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

$$\text{Targeted Section 3 Labor Hours} / \text{Total Labor Hours} = 5\%$$

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to the City are required to certify that they comply with the requirements of Section 3.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included in Exhibit 1.

VI. Preference for Contracting With Section 3 Business Concerns

The City, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) who receive Section 3 covered funds (any federal funds that are housing rehabilitation, housing construction, and other public construction) to direct their efforts towards contracting with Section 3 business concerns in the following order of priority:

- **Category 1:** Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **Category 2:** Business concerns that are 51% or more owned by residents of the High Point Housing Authority (HPHA) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees.
- **Category 3:** Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.
- **Category 4:** HUD Youthbuild programs being carried out in the service area in which Section 3 covered assistance is expended.

All contractors and subcontractors who receive awards are expected to extend, to the greatest extent feasible, efforts to achieve the numerical goals established by City. In addition, contractors and subcontractors who receive awards exceeding \$200,000 in one program year have the responsibility of enforcing the Section 3 regulations and requirements- the threshold is \$100,000 for projects funded by Lead and Hazard Control and Healthy Homes.

VII. Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

The City will assist contractors in achieving Section 3 hiring and contracting goals by:

1. Requiring the contractor to submit a Section 3 Action Plan, complete with the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
2. Section 3 Coordinator will provide contractor with a list of Section 3 business concerns interested and qualified for construction projects.
3. Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

VIII. Section 3 Business Certification Procedure

Any business seeking Section 3 preference in the awarding of contracts with the City shall complete the Section 3 Business Certification form (see Exhibit 3, Business Certification and Resident Application), which can be obtained from the City's Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program. Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid. Section 3 business concerns certifying as "Subcontracting Commitment" must be certified on a per-project basis.

IX. Efforts to Award Contract Opportunities to Section 3 Business Concerns

The City may use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written or electronic notice of contracting opportunities to all known Section 3 business concerns. The notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Conduct workshops on contracting procedures to include bonding and insurance requirements, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Establish relationships with the Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist with educating and mentoring residents with a desire to start their own businesses.

- Seek out referral sources in order to ensure job readiness for Section 3-qualified residents through on-the-job-training and mentoring to obtain necessary skills that will transfer into the external labor market.

X. Contractor's Requirements in Employing Section 3 Participants

Under the City of High Point Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
 - a) Category 1 – Section 3 Resident
Residents of the housing development or developments for which the contract shall be expended.
 - b) Category 2 – Section 3 Resident
Residents of other housing developments managed by the HPHA.
 - c) Category 3 – Section 3 Resident
Participants in HUD Youthbuild program being carried out in the project boundary area.
 - d) Category 4 – Section 3 Resident
Residents with a current Section 8 Housing Choice Voucher living in High Point or residents residing in the City who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).
- Notify the Section 3 Coordinator of their interests regarding employment of Section 3 participants prior to hiring. GTCC will then be notified and will ensure that the participant is Section 3 eligible by assessing the Section 3 resident database to ensure job readiness.
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award and provide the number of new hires expected as a result of being awarded the contract. (This is part of the required Section 3 Action Plan.)
- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc.
- Immediately notify GTCC of any problems experienced due to the employment of Section 3 participants.
- Immediately notify GTCC if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to GTCC to determine if an investigation is warranted.

XI. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, the City encourages submittal of such complaints to its Section 3 Coordinator as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 75.

- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Coordinator will provide written documentation detailing the findings of the investigation. The Community Development & Housing Director will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of the City, a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

XII. Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Part 75). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in 24 CFR Part 75), including management and administrative jobs. Management and administrative jobs include

architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low-income person – families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern, 1) That is 51 percent or more owned by Section 3 resident: or 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business

concern were Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in 24 CFR Part 75.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project – the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Exhibit 1 - Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Exhibit 2 - Section 3 Contracting Policy and Procedure

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal State, and local laws and regulations, be directed to low and very-low income individuals, especially recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very-low income individuals. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors (including a professional service contract) performing work in connection with the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project, regardless of the amount of the contract or subcontract. Section 3 covered contracts do not include contracts for the purchase of supplies and materials unless the contract includes the installation of the materials.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3-business concern. The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as Section 3 business concerns, but who enter into contracts with the City of High Point must agree to comply with certain general conditions (refer to Section 3 Clause). All contractors and subcontractors, including Section 3 businesses, must comply with these general conditions. Failure to comply with these general conditions may lead to sanctions which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts.

Exhibit 3 – Business Certification and Resident Application

SECTION 3 CERTIFICATION PROGRAM ELIGIBILITY CRITERIA

Section 3 business concern means a business as defined in this section.

- 1) That is 51 percent or more owned by Section 3 residents; or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- 3) That provides evidence of a commitment to contract in excess of 25 percent of the total dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 business concern”.

Section 3 resident means, for the purposes of the City of High Point:

- 1) A High Point public housing resident; or
- 2) An individual who resides in High Point and who is:
 - a. *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low income families; or
 - b. *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Section 3 covered assistance means:

- 1) Assistance provided under any High Point housing or community development program that is expended for work arising in connection with:
 - a. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - b. Housing construction; or

- c. Other public construction projects (which includes other buildings or improvements, regardless of ownership).

Application Checklist for Completeness

Applicants must provide ALL of the attachments indicated for their respective Section 3 application:

DOCUMENT		Application Type		
		51% Ownership	30 % Employment	25 % Commitment
Application Form – Part 1. Company Information				
Application Form – Part 2, A. Ownership Information				
Application Form – Part 2, B. Company Employee Information				
Application Form – Part 2, C. Subcontracting Commitment				
Application Form –Attestation				
Application Form – Section 3 Resident Application:				
AND	Section 3 Resident Application			
	Copy of Documents Verifying Eligibility			
Certifications by other government agencies (if applicable)				
Certificate of Assumed Business Name (if applicable)				
Partnership Agreement (if applicable)				
Articles of Incorporation/Organization				
Purchase Agreements (if needed to demonstrate ownership)				
Stock Certificates (if needed to demonstrate ownership)				
List of All Employees				
Payroll Records				
List of Sub-contracts (for reference purposes)				

Application

Part 1. Company Information

Company Name: _____
Doing Business As (DBA): _____
Street Address: _____
City: _____ County: _____ State: _____ Zip: _____
Mailing Address (if different than above): _____
City: _____ State: _____ Zip: _____
Primary Contact: _____ Title: _____
Phone: _____ Fax: _____
Web Site Address: _____ Email Address: _____
Description of Product(s) and/or Service(s) (use additional sheet if necessary):

Federal Tax ID #: _____ State Tax ID #: _____

Legal Structure:

- ☐ Individual/Sole Proprietorship ☐ Partnership ☐ C-Corporation ☐ S-Corporation
☐ Limited Liability Company

Part 2. Select Section 3 Certification Type

A. ☐ Category 1 - Section 3 Ownership (51% Ownership by Section 3 Resident)

If there is more than one owner, attach the following information for each additional owner on a separate sheet.

First Name: _____ Middle Initial: _____ Last Name: _____

Title: _____ Social Security Number: _____

Phone: _____

Residence Address: _____

City: _____ State: _____ Zip: _____

Have there been any changes in ownership in the last year? ☐ Yes* ☐ No

**If yes, please provide details on a separate sheet.*

% of Ownership: _____ Owner Since (mm/yyyy): _____

Hours Devoted to Business per Week: _____

- ☐ Each owner has completed a Participant Survey (blank copy is provided in this application)
- ☐ Each owner has made copies of family income verification and proof of residency and attached to this application

B. ☐ Category 2 - Section 3 Employees (30% Employment of Section 3 residents)

Each employee requesting Section 3 preferences must submit a Section 3 Resident Form and include family income verification and proof of residency.

List all the company's employees on a separate form. Provide a copy of your company's payroll records. Indicate the total number of full and part time employees: FT _____ PT _____

C. ☐ Category 3 - Subcontracting Commitment Information - 25% Subcontracts will be awarded to certified Section 3 business(es)*

***This Section 3 certification is completed on a per-project basis.**

List all the company's subcontractors to be utilized on a separate sheet. Include company name and contact information.

Indicate the total dollar amount to be subcontracted:

Indicate the dollar amount awarded to Section 3 businesses:

Attestation

This section must be completed by an authorized representative of the business that is applying for certification.

I certify that the statements provided in this application are true and correct. Furthermore, I understand that the information provided herein is subject to North Carolina General Statute's governing Local Government activities or other applicable laws, that it would likely be classified as public, and that it is the responsibility of the Applicant Firm to claim and defend any other classification. I understand that the certifying entities reserve the right to request additional information and to perform on-site checks as necessary. I also understand that intentionally supplying false information for the purpose of obtaining certification will be sufficient reason for rejection of this application and/or removal from the Section 3 Certification Program.

Signature

Date

Print Name

Title

___ I have attached the documents on the Checklist for Completion

Section 3 Resident Application

Legal Last Name _____ **Legal** First Name _____
 Middle Initial _____ Age _____ Social Security Number _____
 Street Address _____ Apt. # _____
 City _____ Zip _____ Cell Phone # _____
 Email Address: _____
Gender: ☐ Male ☐ Female
Ethnicity: ☐ Hispanic or Latino ☐ Non-Hispanic or Non-Latino
Race (check all that apply): ☐ American Indian/Alaskan Native ☐ Asian
☐ Black/African American ☐ Hawaiian Native/Pacific Islander ☐ White
☐ Other _____

FAMILY MEMBERS		
Name (First, Last)	Age	Relationship to you
1.		SELF
2.		
3.		
4.		
5.		
6.		

INCOME SOURCES

To determine your family's income, check all of the following and calculate the gross income that any family member 18 years and older received, or is expected to receive in the next 12 months:

- ☐ Wages, salaries, overtime pay, commissions, fees, tips, bonuses, or other compensation
- ☐ Income or gain from CD's, money market accounts, brokerage accounts, stocks, bonds, or Treasury Bills
- ☐ Periodic payments from Social Security, disability/death benefits, pensions, retirement funds, annuities, insurance policies, or similar types of periodic benefits payments
- ☐ Payments in lieu of earnings, such as unemployment and disability compensation, workers compensation or severance pay
- ☐ Welfare assistance or TANF benefits
- ☐ Child support, spousal support/alimony, or regular contribution or gifts from persons not residing in the household including scholarships, parental gifts for tuition, etc.
- ☐ Revocable trust
- ☐ Lump sum payment or receipt of inheritances, capital gains, lottery winnings, victims' restitution or insurance settlements
- ☐ Real estate other than the primary residence or other capital investments

☐ Yes ☐ No Do you receive housing assistance (Section 8, Subsidized)?

\$_____ (amount)

Talk to agency staff for help in determining income category for your household.

I certify that the information on this application is accurate and complete. I authorize the City of High Point to verify the information provided if necessary.

Print Name of Applicant

Signature of Applicant

Date

Warning: Section 1001 of Title 18 of US. Code makes it a criminal offense to make false statements or misrepresentations to any Department or Agency of the U.S. as to matters within its jurisdiction.

Section 3 Acknowledgement

By signing below, you are acknowledging that you have read the City of High Point Section 3 Plan and understand the requirements of Section 3 as it applies to your agency and that your agency will comply with all Section 3 requirements and submit necessary documentation to the City of High Point.

Any failure to comply with Section 3 regulations may result in revocation of funds from the City of High Point and may jeopardize future funding opportunities from the City of High Point.

Signature of Authorized Official

Name of Authorized Official

Title

Date

CITY OF HIGH POINT

AGENDA ITEM



Title: Operation InAsmuch Contract with Community Housing Solutions

From: Thanena Wilson, Interim Director, Community Development & Housing

Meeting Date: October 3, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Flyer

PURPOSE:

Approval of a contract totaling \$200,000.00 with Community Housing Solutions (CHS) to fund materials and operational expenses associated with two (2) Operation InAsMuch (OIAM) events during the 2022-23 fiscal year. The next event has been scheduled for Saturday, October 29, 2022 in the West End community. The neighborhood for the spring event will be Southside and the date has yet to be determined.

BACKGROUND:

This will be the 12th OAIM event since May 2016. Volunteers are utilized to conduct home repairs and necessary yardwork. In the previous nine events 1,333 volunteers have donated their time and energy to assist 157 homeowners.

BUDGET IMPACT:

Sufficient funds are available in the 2022-2023 budget and \$200,000.00 will be committed from the Core City Redevelopment fund.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the contract with CHS and that the appropriate City official and/or employee be authorized to execute all necessary documents.

FREE HOME REPAIR

WEST END NEIGHBORHOOD



OPERATION[®] INASMUCH

A Compassion Revolution

Oct. 29, 2022

Operation Inasmuch is an event offering free home repairs, exterior house painting and yard cleanup services to eligible homeowners. These services are provided by Community Housing Solutions in conjunction with local volunteer groups funded by the City of High Point.

How do I know if I am eligible?

- You must live in your own home
- Fall within specific income guidelines
- Have a qualifying need

To learn more or to apply, contact:

Dana Donaldson - Program Specialist
Community Housing Solutions 336.553.9698
ddonaldson@chshousing.org
or visit HighPointNC.gov/OperationInasmuch

Deadline to apply: Sept. 15



REPARACIÓN DEL HOGAR GRATIS

WEST END VECINDARIO



OPERATION[®] INASMUCH

A Compassion Revolution

OCT. 29, 2022

Operation Inasmuch es un evento que ofrece servicios gratuitos de reparación del hogar, pintura exterior de la casa y limpieza de jardines para propietarios elegibles. Estos servicios son proporcionados por Community Housing Solutions junto con grupos de voluntarios locales financiados por la ciudad de High Point.

¿Cómo sé si soy elegible?

- Debe vivir en su propia casa
- Caer bajo las pautas específicas de ingreso
- Tener una necesidad calificativa

Para obtener más información o para aplicar contacte a:

Dana Donaldson - Program Specialist

Community Housing Solutions

336.553.9698

ddonaldson@chshousing.org

o visite HighPointNC.gov/OperationInasmuch

La fecha límite para aplicar: Sept. 15



CITY OF HIGH POINT

AGENDA ITEM



Title: Homebuyer Assistance Programs Revisions

From: Thanena S. Wilson, Interim Director,
Community Development & Housing

Meeting Date: October 3, 2022

Advertising Date: N/A

Advertised By: N/A

Public Hearing: N/A

Attachments: None

PURPOSE:

Community Development & Housing staff is recommending approval of revisions to the Homebuyer Assistance Program policies and underwriting guidelines based on current housing market trends.

BACKGROUND:

Down payment and closing cost assistance is provided to eligible homebuyers through the Homebuyer Assistance Program and the Core City Homebuyer Incentive Program. As buyers in the affordable housing market are having difficulty competing for available properties, there is a greater need for assistance and incentives that can make offers to purchase more attractive to sellers. The proposed revisions were presented to the Community Development Committee with a favorable recommendation to Council for approval.

BUDGET IMPACT

None

RECOMMENDATION/ACTION REQUESTED:

The Community Development & Housing Department recommends City Council approval.

HOMEBUYER ASSISTANCE PROGRAMS

PROGRAM POLICY AND UNDERWRITING GUIDELINES

Recommended Revisions

CURRENT POLICY	RECOMMENDED REVISION
Maximum assistance is \$5,000	Increase maximum assistance to \$7,500
No provision	Maximum seller contribution is 6% of the sales price to be used only toward closing costs
Front-end housing expense ratio is 31%	Increase front-end housing expense ratio to 33%
Maximum asset limit is \$10,000 for buyers at or below 80% AMI	Increase asset limit to \$20,000 for buyers at or below 80% AMI
No asset limit for buyers over 80% AMI	Impose asset limit of \$50,000 for buyers over 80% AMI
Loan repayment terms for buyers at or below 80% AMI: deferred for 3 years, then payments at 3% interest over 5 years	Loan repayment terms for buyers at or below 80% AMI: deferred loan, 0% interest over 5 years; balance forgiven at a prorated amount of 20% each year
Maximum sales price is \$200,000	Increase maximum assistance to \$300,000

CITY OF HIGH POINT

AGENDA ITEM

**Title: Authorization and Approval for Geotechnical & Material Testing Services****From:** Bobby Fitzjohn, Financial Services Director**Meeting Date:** October 3, 2022**Public Hearing:** No**Advertising Date /** 8/03/2022**Advertised By:** HPE**Attachments:** Recommendation / Summary Memo

PURPOSE:

The Financial Services Department recommends that the City Council approve the selection of eight (8) Geotechnical and Material Testing Firms to provide such services for City departments on an as needed basis through master agreements. These agreements will be set up for five (5) year terms to be effective November 1, 2022, through October 31, 2027.

BACKGROUND:

On September 7, 2022, proposals were received from qualified Consultants (**As a result of RFQ 04-090722**), to provide professional services to support various City Departments on an on-call basis. A Master Agreement ("Agreement") will be entered in to with the selected Consultant(s) to supply services in the following areas of work: testing services including geotechnical and materials/specialty testing of concrete, asphalt, solids, construction materials and coatings. Tasks to be performed under this Agreement will be assigned by a Scope of Services Supplemental Agreement ("Supplemental Agreement"). Department personnel will have the opportunity to select from the master list the Consultant best qualified to perform individual projects. Fees will be negotiated with the selected Consultant after which a Supplemental Agreement will be prepared for the project.

Proposals were received from eight qualified Consultants. A selection committee comprised of staff from Customer Services, Public Services, and the Engineering Departments reviewed the proposals and determined that all eight (8) Consultants were qualified to perform the required services. Based on the reviews and recommendations from the committee members, it is recommended that Master Agreements be entered in to with the following Consultants:

Atlantic Coast, ECS, DRMP, ESP, Michael Baker, S&ME, Summit, and Terracon

BUDGET IMPACT: NA**RECOMMENDATION / ACTIONS REQUESTED:**

Approval requested to move forward with Master Agreements.



**RFQ RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

RFQ NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

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

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

TENTH AMENDMENT TO LEASE

THIS TENTH AMENDMENT TO LEASE (“Agreement”) made and entered into effective as of July 1, 2022 (the “Effective Date”) by and between the City of High Point, (“Lessor”), and IHFC Properties SPE, LLC, a Delaware limited liability company (“Lessee”) as successor-in-interest to IHFC Properties, LLC a Delaware limited liability company.

BACKGROUND

WHEREAS, Lessor and Lessee’s predecessor-in-interest, Southern Furniture Exposition Building, Inc., a North Carolina corporation, entered into an Indenture of Lease dated June 1, 1973 as amended by that certain Amendment to Lease dated February 21, 1974, that certain Second Amendment to Lease dated July 1, 2014, the Third Amendment to Lease dated July 1, 2015, the Fourth Amendment to Lease dated July 1, 2016, the Fifth Amendment to Lease dated July 1, 2017, the Sixth Amendment to Lease dated July 1, 2018, the Seventh Amendment to Lease dated July 1, 2019, the Eighth Amendment to Lease dated July 1, 2020, and the Ninth Amendment to Lease dated July 1, 2021 (collectively the “Lease”) for real estate more particularly described in Exhibit A to the Lease and recorded at Deed Book 2714 page 483; such real estate generally known as 210-220 E. Commerce Avenue, High Point, North Carolina 27260;

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (the “Theater”) in compliance with building plans and specifications approved by Lessor in the Lease, and provides heating and cooling services to the Theater pursuant to mutually agreed upon terms and conditions;

WHEREAS, the parties wish to modify the agreement and to extend the period of time during which the HVAC Services will be provided;

NOW THEREFORE, for good and valuable consideration duly received and acknowledged by the parties to be adequate and sufficient for the terms contained herein Lessor and Lessee hereby agree that the Lease is modified and amended by this Agreement as follows:

1. Duration of HVAC Services

Lessee shall continue to provide the HVAC Services for the period July 1, 2022 through and including June 30, 2023 (“Service Period”). Any renewals or extensions of the Service Period shall be upon mutual agreement of the parties and shall be in writing.

2. Cost of HVAC Services

Effective as of July 1, 2022 through and including June 30, 2023 the cost of HVAC

Services shall be \$7,500.00 per month (collectively the "Service Charge") for a total annual cost of \$90,000.00 for the Service Period. The monthly cost shall be subject to review each January 1st of any Service Period and, in the event it is determined that the cost shall be adjusted, such adjustment shall be communicated to the Lessor in writing and shall take effect upon the renewal of the HVAC Services.

Cost of "After Hours" HVAC Services

Lessee shall be responsible for labor costs associated with a maintenance call that occurs "After Hours". "After Hours" is defined as those hours occurring within the period of 4:00PM EST through 7:00AM EST on Monday through Friday and, all day Saturday and Sunday. The cost of a maintenance call occurring during "After Hours" shall be billed at \$52.00 per hour with a two-hour minimum. Landlord agrees to notify Lessee in writing of any change in the window defining "After Hours".

3. Payment for Services

Payment for HVAC Services shall be made payable to IHFC Properties, LLC and shall be remitted to the following payment address:

IHFC Properties SPE, LLC
P.O. Box 535595
Atlanta, GA 30353-5595

4. Notices

For purposes of this Agreement, any notice relative to the HVAC Services shall be given as follows:

If to Lessee:

International Market Centers
Mr. James Leatherwood
Director of Facilities
209 South Main Street
High Point, NC 27260
Phone: (336) 888-3730

If to Lessor:

High Point Theater
Mr. David S. Briggs
220 E. Commerce Avenue
High Point, NC 27260
Phone: (336) 883-3627

5. Lessor and Lessee each mutually covenant, represent and warrant to the other that it has had no dealings or communications with any broker or agent in connection with this Agreement and, to the extent permitted by law, each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commission or charges to any broker or agent claiming through the indemnifying party with respect hereto.

6. Lessor represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally binding obligation of Lessor enforceable in accordance with its terms. Lessor shall save and hold Lessee harmless from any claims, or damages including reasonable attorneys' fees arising from Lessor's misrepresentation of its authority to enter into and execute this Agreement.

7. Capitalized undefined terms used herein shall have the respective meanings given such terms in the Lease. In the event of a conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

8. The parties acknowledge and agree that all terms and conditions of the Lease shall remain in full force and effect, except as modified by the terms and conditions of this Agreement.

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto the day and year first above written.

LESSOR:
THE CITY OF HIGH POINT

By: Jay W. Wagner
Jay W. Wagner
Mayor



ATTEST:

By: Mary Brooks
Mary Brooks
Interim City Clerk

LESSEE
IHFC PROPERTIES SPE, LLC

By: _____

Name: Scott Eckman
Its: Executive Vice President,
Chief Revenue Officer

By: _____

Name: Robert Maricich
Its: Chief Executive Officer

**RESOLUTION AUTHORIZING EXECUTION OF
THE TENTH AMENDMENT TO LEASE
BETWEEN THE HIGH POINT THEATRE AND IHFC PROPERTIES, LLC
FOR HVAC USAGE**

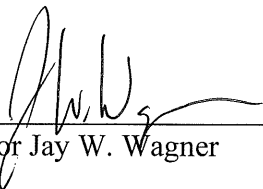
WHEREAS, the City of High Point (“Lessor”) and IHFC Properties, LLC’s (“Lessee”) predecessor-in-interest, Southern Furniture Exposition Building, Inc. entered into an Indenture of Lease dated June 1, 1973, as amended by that certain Amendment to Lease dated February 21, 1974, and that certain Second Amendment to Lease dated July 1, 2014, the Third Amendment to Lease dated July 1, 2015, the Fourth Amendment to Lease dated July 1, 2016, the Fifth Amendment to Lease dated July 1, 2017, the Sixth Amendment to Lease dated July 1, 2018, the Seventh Amendment to Lease dated October 7, 2019, the Eighth Amendment to Lease dated June 16, 2020, and the Ninth Amendment to Lease dated July 1, 2021 (collectively the “Lease”) for real estate more particularly described in Exhibit A to the Lease and recorded in Deed Book 2714, Page 483, such real estate general known as 210-220 E. Commerce Ave, High Point, North Carolina; and

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (“Theater”) in compliance with building plans and specification approved by Lessor in the Lease, and provides heating and cooling services (“HVAC Services”) to the Theater pursuant to mutually agreed upon terms and conditions; and

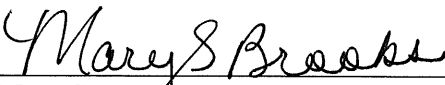
WHEREAS, both parties wish to extend the period of time during which the HVAC Services will be provided.

THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that the Mayor is hereby authorized to execute the Tenth Amendment to the Lease between the City of High Point and IHFC Properties, LLC, which allows Lessee to continue providing the HVAC services for the period of July 1, 2022 through June 30, 2023, and that the remaining terms of the lease remain as set forth in the original agreement and previous amendments.

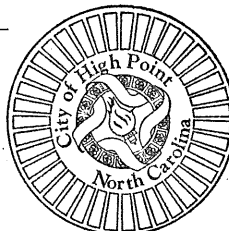
Adopted, this the 3rd day of October, 2022.



Mayor Jay W. Wagner



Mary S. Brooks
Interim City Clerk



CITY OF HIGH POINT

AGENDA ITEM



**Title: Eastside WWTP Flow Meter Replacement
Carotek**

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

Meeting Date: October 3, 2022

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Quote
Attachment B- Sole Source Letter

PURPOSE:

To purchase a replacement flow meter for the nitrified recycle (NRCY) system at the Eastside Wastewater Treatment Plant (WWTP). This meter purchase will be from Carotek who is the sole source vendor in our area.

BACKGROUND:

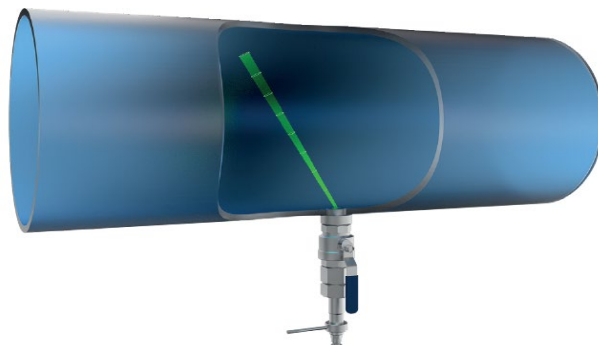
The nitrified recycle (NRCY) system is an essential process for Biological and Nutrient Removal (BNR) in wastewater treatment. The Eastside WWTP has had ongoing issues with unreliable NRCY (nitrogen recycle) flow meters. The W/S Plant Maintenance Division has researched different types of flow meters and is recommending purchasing a GWF Insertion Doppler flow meter that will be inserted into the existing 66” diameter pipe.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Carotek be approved as a sole source vendor for the purchase and installation of the flow meter at the Eastside WWTP for \$32,812.00.



Q-Eye PSC insertion velocity sensor



The Power of Solutions

August 16, 2022

Carotek, Inc. Quote: 15-50-22031002
(Revision 2)

Rick Riley; rick.riley@highpointnc.gov
City of High Point, Eastside WRF
5875 Riverdale Road
PO Box 230
High Point, NC 27261

RE: NRCY Doppler Insertion Flowmeter

Dear Rick:

Thank you for giving Carotek, Inc. the opportunity to provide and update to this quotation for the referenced product. We are pleased to offer the GWF Insertion Doppler flowmeter and installation services for your consideration. This is the same flowmeter being used on the same application at Westside. The following is for your use:

A. 1	Transmitter, Sensor, sensor cabling (20 M), Hot Tap Assembly/saddle.	\$21,727.00
------	--	-------------

GWF Q-Eye PSC Transmitter, 1MHz Doppler (velocity) Insertion Sensor.

A. 1	Installation of saddle, Hot Tap service, valve installation, Sensor installation and start-up and commissioning of the system.	<u>\$11,085.00</u>
------	--	--------------------

TOTAL QUOTED PRICE	\$32,812.00
---------------------------	--------------------

Terms are Net 30 days.
Delivery and scheduling 8-10 weeks ARO.
No applicable Taxes included.
Freight charges are included.
Make order to Carotek, Inc.
Price is valid for 60 days.

I trust I have provided you with the necessary information at this time. Feel free to contact me with questions or comments.

Best regards,

Carotek, Inc.,

Scott J. Oliver

GWF USA, Inc. | P.O.Box 772817 | Ocala | Florida 34477

9th September 2022

Reference: Sole Source

To whom it May Concern

GWF Technologies GmbH, part of the GWF group of companies, provide quality acoustic measurement and controls solutions for water and wastewater, including the Q-Eye acoustic measurement product. This letter is to confirm that Carotek are the sole authorized sales partner of GWF Technologies GmbH for the states of North and South Carolina.

If you have any questions, please don't hesitate to contact me.

Kindest regards

A handwritten signature in black ink, appearing to read 'Alex Watson', with a stylized, cursive script.

Alex Watson

Managing Director GWF USA, Inc.

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

- WHEREAS,** Dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for essential bodily functions such as respiration, heart rate, blood pressure, digestion, temperature control; and
- WHEREAS,** Dysautonomia can impact people of all ages, races and backgrounds, including individuals living in High Point, NC; and
- WHEREAS,** some forms of Dysautonomia can be disabling and can result in physical pain, social isolation, stress on the families of those impacted, and financial hardship; and
- WHEREAS,** increased awareness about Dysautonomia can help patients get diagnosed earlier, and can help foster support for individuals and families coping with Dysautonomia; and
- WHEREAS,** we seek to recognize the contributions of the professional medical community, patients and family members who are working to educate our citizens about Dysautonomia in High Point, NC.

NOW, THEREFORE, I, Jay W. Wagner, Mayor of the City of High Point, do hereby proclaim the month of October 2022 as, **DYSAUTONOMIA AWARENESS MONTH** in the City of High Point.



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 3rd day of October
2022.

A handwritten signature in blue ink, appearing to read "Jay W. Wagner", is written over a horizontal line.

Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Pontoon Boat Purchase – City Lake Park

From: Lee Tillery –Parks and Recreation Director

Public Hearing: N/A

Meeting Date: October 3, 2022

Advertising Date: N/A

Advertised By: N/A

Attachments: Department Recommendation Form
The American Pontoon Company Quote – 9/2/2022

PURPOSE:

The purchase of a 2023 Pontoon Passenger Boat & Trailer for City Lake Park.

BACKGROUND:

Pontoon boat tours have been a part of programming at City Lake Park for the last 40 years. The current pontoon boat used for these tours is a 1975 model and has experienced numerous maintenance issues in recent years. Additionally, parts for this boat are now difficult to find or no longer exist. The purchase of this new 2023 30 passenger boat will provide a needed upgrade and enhance this experience at City Lake Park. The purchase also includes a trailer, which will assist us in maintenance, upkeep and repairs as the boat will be able to be removed from the water. We made an effort to formally bid the project but had no responses. We originally received three quotations on the boat and The American Pontoon Company was the lowest, most responsible quotation we received.

BUDGET IMPACT:

Funds are included in the 2022-23 budget for the City Lake Park project.

RECOMMENDATION / ACTION REQUESTED:

Parks and Recreation staff recommends approval and purchase of the 2023 Pontoon Passenger Boat and trailer from The American Pontoon Company in the amount of \$101,650.



The American Pontoon Company

11141 Hwy 260

Manning, SC 29102

Ph: 803-478-2628 Fax: 803-478-2628

info@usapontoon.com

Quote

Date: 9/2/2022

50% non-refundable Minimum Deposit required with initial order

Balance due 2 weeks prior to shipping of merchandise.

Bill to:

City of High Point
602 West Main St
Jamestown, NC 27282
336-883-3498

lee.blackmon@highpointnc.gov

Ship To:

same

Once order submitted no changes and all sales final

Quantity	Item Description	Amt.
1	Pontoon platform 35' x 12' beam x 36" dia logs chambered every 5 feet and thickness .125 as specified by USCG regulations Hard top to be 35 feet long X 12 foot beam & custom railing 40 " tall flooring to be aluminum smooth plate 3/16" sheeting includes interior and navigational lighting , Helm and captains seat An engine transom to mount for a large motor Storage style seating enough for 30 Passengers per design	\$66,000.00
1	seastar hydraulic steering system	\$2,150.00
	USCG required safety equipment (life ring,electronic flare, fire extinguisher, first aid)	\$500.00
	Total	\$68,650.00
	Deposit required	\$34,325.00
	Custom made trailer twin axel galvanized & plastic bunks	\$12,000.00
	Trailer money when complete and ready for delivery to APC for build	
	Yamaha 150HP motor with rigging installed	\$21,000.00
	motor monies when motor ready to ship for installation	
	Production 2023	Total \$101,650.00

all other safety requirements, i.e. life vests etc are responsibilty
of the customer

Shipping to be provided by the customer for delivery of vessel

All dates for completion of projects are discussed as on or about
Completion/build is subject to availability/access to 3rd party suppliers
and inclement weather and acts of God

Date of contract assures place on the waiting list for production

Initial _____

Any cost overruns/3rd party supplier or price changes or shipping overages
accrued will be the responsibility of the customer

By signing/giving 50% non-refundable deposit for this project, all parties are in agreement

Signed on Behalf of a company or an Individual :

Guarantor:

Date:

Please sign and return via fax or e-mail above

Discrepancies regarding proposed services/parts to be provided

shall be subject to the jurisdiction of Clarendon County South Carolina



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

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

WHEREAS, the citizens of the City of High Point place a high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, ElectriCities provides our homes, businesses, social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, A valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, ElectriCities is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment; and

WHEREAS, our community joins hands with more than 2,000 public power systems in the United States in this celebration of public power, which puts our residents, businesses, and the community before profits.

THEREFORE, BE IT RESOLVED that I, Jay W. Wagner, Mayor of the City of High Point, North Carolina, do hereby proclaim the week of Oct. 3-9, 2022 be designated as **Public Power Week** to recognize the people behind public power and their contributions to the community.



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 3rd day of October, 2022.

A handwritten signature in dark ink, appearing to read "Jay W. Wagner", is written over a horizontal line.

Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Marketing and Branding Taskforce - Civic Brand Placemaking Agency Contract

From: Jeron Hollis – Managing Director

Meeting Date: Feb. 7, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Scope and Task Descriptions – Civic Brand
Attachment B – Proposed Contract

PURPOSE:

To procure a placemaking agency to assist with city rebranding and marketing efforts identified as necessary by the Marketing and Branding Taskforce.

BACKGROUND:

The City of High Point Marketing and Branding Taskforce identified the need to develop a rebranding effort with the help of a placemaking agency. After interviewing various placemaking/place-branding agencies, staff selected Civic Brand to assist with the placemaking/place-branding project.

BUDGET IMPACT:

- \$105,000 base fee including launch and engagement events
- Travel budget not to exceed \$40,000

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve the selection of Civic Brand as the Placemaking Agency for the City of High Point marketing and rebranding project.



Scope & Task Descriptions

City of High Point, NC - Branding Project

Branding Committee

In collaboration with CivicBrand, the City will create a steering committee of 8-12 members of the community. The advisory committee members will agree to participate in roughly 6-8 committee meetings. Two or three will be in-person as they coordinate with trips and the rest will be virtual. The committee will serve as a sounding board and brand champions by assisting with community outreach, offering strategic guidance and insight, and being champions of the process and implementation. The committee will help shape the deliverables, but all approvals will be made by the dedicated staff team.

City Staff Team

There will be a dedicated staff team of up to 4 individuals who will be making the final approval on all key milestones and deliverables. The branding committee and city council will not be the ones formally approving the final deliverables. Of that staff team, the city will designate a primary lead point of contact for the project. If there are changes in staff or elected officials, it will not change any previously approved milestones or change the process or scope of the project.

Daily / Weekly Communication

The city staff team will have direct access to CivicBrand and there will be two project leads which will handle any daily/weekly email and phone communications. The project will start with monthly recurring status calls. At key phases of the project, the frequency of the status calls may be increased to every other week or additional ad-hoc meetings scheduled as needed.

Kick-Off Meetings

We will conduct a virtual kick-off meeting with both the staff team and the committee. These will be two separate meetings.

Project Website

There will be a project website with a custom URL that will be set up, hosted and managed by CivicBrand for the duration of the project. The project site will be updated at key milestones during the process. At the conclusion of the project, CivicBrand can either transfer ownership of the domain to the city or can discuss ongoing hosting and or relaunch options of the website as part of the implementation plan.

Community Visits

The CivicBrand team will visit the community four times. The number of team members visiting may vary from trip to trip. The first two trips will focus primarily on engagement while the third trip will focus on producing content for the final brand assets including the video. CivicBrand's fees for the three visits are covered in the base fee but all travel expenses would be billed expenses. Travel expenses will include mileage, flights, hotels, ground transportation, car rental and any meals that are considered working meals. Working meals are those in which the establishment is a site we are visiting as part of the research phase of the project or if city staff / committee members are eating with us. Any purchase of alcohol is not expensed unless it is part of a designated site visit such as a brewery or distillery in which alcohol is an essential experience element of that establishment. CivicBrand will work with the city staff team and committee to determine the schedule for each trip including site visits, interviews, focus groups and any public events that we may attend or participate in.

Travel Estimates - Average Trip is 4-6 people from CivicBrand, 3-4 day trips

- Flights \$1,600 - \$2,500
- Rental Car \$800 - \$1,000
- Hotels \$3200 - \$5500
- Meals/Misc - \$500-\$1000

\$6,300-\$10,000 per trip

Travel expenses not to exceed \$40,000 for four trips. If the city is able to obtain discounted or donated hotel rooms or rental car then those will not be expenses.

Interviews

In addition to any interviews that happen during the three trips, there will also be virtual interviews of each member of the staff team, each member of the committee and then up to 6 additional virtual interviews. CivicBrand will work with the city staff team and committee to determine who those interviews should be with.

Focus Groups

In addition to any focus groups that happen during the three trips, there will also be up to 6 virtual focus groups. The staff team and committee will help identify and invite individuals to these meetings. CivicBrand will handle all technical coordination of the virtual focus groups.

Survey

CivicBrand will work with the staff team and committee to develop a primary public survey. If it is determined to be necessary we may also create up to 2 additional surveys that target specific groups. This could be a student survey, industry specific survey, business owner survey, visitor survey, etc. CivicBrand will run Facebook ads, not to exceed \$250 to promote the survey online to target residents in the city.

Podcast

As part of the engagement process, CivicBrand will produce a project podcast that will have 6 episodes. CivicBrand will work with the staff team and committee to determine the topics and identify potential guests. The staff team and committee will assist in contacting potential guests as well as promoting the published episodes. Some episodes may be recorded in-person during trips and others may be recorded virtually.

Meeting in a Box

CivicBrand will develop a meeting in a box which is a presentation and Q&A guide that various members of the community and organizations can participate in to run their own meeting and focus group. This greatly expands our engagement reach and can be used for various organizations and groups such as HOAs, churches, and special interest groups. CivicBrand will develop a single set of materials and provide a single group training session for all those interested in conducting their own meeting. CivicBrand would rely on the staff team and committee to help promote and invite those that would be interested in participating.

Brand Audit

CivicBrand will deliver a brand audit which is the summary of all of our findings. This is an essential document that we expect the city staff team and committee to review prior to the presentation of the brand strategy. This is not a deliverable that has an approval but rather a summary and documentation of our research and engagement.

Strategy Document

Following the brand audit, CivicBrand will present the Strategy Document to both the Staff Team and Committee. This is the first major deliverable milestone that will need formal approval by the Staff Team. The strategy document identifies the brand principles, brand story and strategic direction that all following creative will be based on.

Design Concepts

With approval on the Strategy Document, the CivicBrand team will begin exploring creative design and messaging concepts. CivicBrand will present our multiple internal rounds of revisions and present the concept that is our professional recommendation. We will then work with the staff team and committee on progressive rounds of revisions until we have a concept approved by the staff team. Progressive revisions mean that as long as we are making progress towards narrowing in on a concept and heading in a single strategic direction we do not limit the number of rounds of revisions. Examples of non-progressive rounds of revisions would be wanting to go back to previous versions that were discarded, wanting to make changes to things that were approved in previous rounds, wanting to see additional concepts that aren't in line with the strategy, wanting to see additional concepts for the sake of additional concepts with no feedback or direction on the existing concepts, or requests that are made purely on personal taste rather than strategic direction.

Brand Assets

With the final approval of design concepts, CivicBrand will then produce all the necessary file formats and assets and develop a brand portal which will house the brand assets as well as develop a brand standards guide that outlines the rules and usage of the brand assets. The brand standards guide is an asset that will require final approval by the staff team.

Add bullet list here:

- Strategy Document
- Brand Guidelines
- Brand Portal
- Logo files in all necessary colors and file formats (jpg, png, pdf, eps)
- Flag Design
- Edited Photos
- Project Documentary Video
- Brand Video
- Implementation Plan

Implementation Plan

With the brand assets approved, CivicBrand will then develop the implementation plan. The staff team and committee will be involved in helping identify key projects, strategies, tools and milestones as well as identifying the impact and effort of key

implementation plan steps to assist with prioritization. The implementation plan is not a deliverable that has approval.

Video Documentary

CivicBrand will produce a documentary of the project that highlights the process and shows a behind the scenes look at how we got to the final product. Not every meeting and interaction will be filmed, but CivicBrand will film several key steps, meetings, interviews, focus groups, milestones along the way. The project documentary is not a deliverable that has approval, however the city staff team will have the opportunity to provide 1 round of edit notes should there be anything shown that they would like to have omitted from the documentary. The project documentary will be anywhere from 10 minutes to 25 minutes long.

Brand Video

CivicBrand will produce a brand video that highlights the community and new brand. This video will be under 3 minutes. We will work with the staff team to determine if we should create a single 3 minute video or if we would rather create a series of 3-4 shorter (15, 30 or 60-second) spots.

Timeline

The project is estimated to take 12-months; however, there is no set deadline for the project. Each phase is dependent on the previous phase and there are numerous factors including travel, events, availability of participants for meetings and focus groups, and unknown rounds of revisions that we do not lock in a project timeline. Instead we constantly update the timeline based on where we are and set expectations for the next step and milestone that follows. This allows us to have clear timelines for each next step but remain agile enough to get the best result.

Activation Event #1 - Engagement

During community visit #2 the CivicBrand team will put on an Placemaking Activation Event. The goal of the event will be to engage the community directly in the built environment. This may be a stand alone event or in conjunction with an existing event. The CivicBrand team will look for opportunities to activate the space through interactive engagement, placemaking and tactical urbanism efforts. The details will be developed in coordination with the city staff team and branding committee and with a material budget not to exceed \$10,000.

Activation Event #2 - Brand Launch

CivicBrand will put on an Activation Event that will serve as a Brand Launch Event. This event would be an additional 4th trip and therefore have travel expenses. The goal of

the event will be to engage the community and celebrate the launch of the brand. The details will be developed in coordination with the city staff team and branding committee and with a material budget not to exceed \$10,000. Material budget can go towards a variety of event expenses including paint and placemaking, building materials, branded merch and apparel featuring the new brand, printing, and entertainment.

\$75,000 - base fee

\$15,000 - engagement event

\$15,000 - launch event

\$105,000 - Total Fee

+ travel not to exceed \$40k



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this **19th** day of **January, 2022**, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, North Carolina 27260 ("City"), and **THE MODASSIC GROUP, LLC D.B.A. CIVICBRAND**, a foreign limited liability company (LLC) authorized to do business in the State of North Carolina, with a principal place of business of 508 W. Lookout Dr #14-1030, Richardson, TX 75080 ("Service Provider").

SERVICES

WHEREAS, the City desires to engage the Service Provider to provide the services described in the attached **Attachment A** ("Services"). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by the Service Provider pursuant to the Agreement;

WHEREAS, the Service Provider desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and the Service Provider, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

A. Provision of and Payment for the Services. The Service Provider shall provide the Services consistent with the terms of the Agreement. The City shall pay the Service Provider for the provision of the Services consistent with the terms of the Agreement.

B. Independent Contractor. The Service Provider is an independent contractor. The Service Provider, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and the Service Provider joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. Service Provider's Work. The Service Provider shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services.

B. Standard of Care. The Service Provider shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.

C. Timeliness of Performance. The Service Provider shall provide the Services in a timely fashion consistent with the City's scheduling requirements. The Service Provider shall provide the Services in accordance with the schedule set forth in **Attachment A**.

D. Compliance with Applicable Law. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Service Provider shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. The Service Provider shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. The Service Provider's Representative. Prior to provision of the Services, the Service Provider shall by written notice to the City designate a representative to act on behalf of the Service Provider with respect to the Agreement and the Services. The Service Provider's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the Service Provider. If the City requests that the Service Provider designate a different representative to act on behalf of the Service Provider with respect to the Agreement and the Services, the Service Provider will do so within five (5) business days of the Service Provider's receipt of written notice from the City regarding this request. If the Service Provider decides to change its designated representative, the Service Provider will give written notice to the City of its new designated representative.

F. Warranty. The Service Provider fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.

G. Bonds. The Service Provider shall provide any payment bond or performance bond required by the City. The City will provide written notice to the Service Provider of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of the Service Provider's provision of the Services. If the City requests that a payment and/or performance bond be provided by the Service Provider, the required bond or bonds will be provided by the Service Provider prior to the Service Provider's provision of the Services.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Payment to the Service Provider. The City shall make payments to the Service Provider for the Services consistent with the Agreement.

B. The City's Representative. Prior to the Service Provider's provision of the Services, the City shall by written notice to the Service Provider designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to the Service Provider of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is **Fourteen (14) Months** from the date designated by the City for the Service Provider to begin provision of the Services ("Commencement Date").

B. The Commencement Date. The Commencement Date is **February 1, 2022.**

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and the Service Provider can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

A. Total Payment. The City will pay the Service Provider the total amount of **\$105,000.00,** plus travel expenses not to exceed \$40,000.00 for the Service Provider's full provision of the Services.

B. Invoices.

1. Receipt of Purchase Order. No work shall be performed by the Service Provider until an agreement for services has been fully and completely executed and a purchase order has been issued by the City for said work.

2. Timing of Invoices. The Service Provider shall submit invoices to the City in a form acceptable to the City on a periodic basis during the Service Provider's provision of the Services. Invoices will be submitted by the Service Provider to the City no more frequently than once per month.

3. Information Required in Invoices. Each invoice submitted to the City by the Service Provider shall contain sufficient information regarding the issued Purchase Order and work covered by the invoice and the amount charged by the Service Provider for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement and City issued Purchase Order.

4. Submission of Invoices. Invoices shall be submitted by the Service Provider to the City as follows:

a. Invoices delivered or mailed to the City shall be sent to:

**The City of High Point
Accounts Payable
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261**

5. Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to the Service Provider. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by the Service Provider to the reasonable satisfaction of the City. The Service Provider shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

6. Maintenance of Documents. The Service Provider shall maintain all documents, accounting records, electronically stored information and other evidence pertaining to the Services, and shall make such materials available for inspection by the City or its representatives or agents during the term of the Agreement and for three (3) years from the date of final payment under the Agreement.

SECTION VI. TERMINATION

A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Service Provider, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Service Provider's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Service Provider; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, the Service Provider shall be paid for the portion of the Services satisfactorily provided by the Service Provider through the date upon which written notice of the City's termination is sent to the Service Provider.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, the Service Provider shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by the Service Provider in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

A. General Indemnification. The Service Provider shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Service Provider's provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by the Service Provider pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Service Provider shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Service Provider shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

A. Types and Amounts of Insurance. The Service Provider shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of the Service Provider's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Service Provider under this Agreement;

3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;

4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by the Service Provider for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and

5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other

provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Service Provider pursuant to the Agreement.

C. Certificates of Insurance. The Service Provider prior to the Service Provider's provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement. The required form certificates of insurance are included in the Agreement as **Attachment B**.

SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the Service Provider at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

**The City of High Point
Purchasing Department
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261**

Notice to the Service Provider:

Address for hand-delivery or mailing:

**The MODassic Group, LLC D.B.A. CivicBrand
508 W. Lookout Dr. Suite #14-1030
Richardson, TX 75081**

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. MISCELLANEOUS

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor the Service Provider shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and the Service Provider agree that the City is entitled to request minor changes in the Services to be provided by the Service Provider under the Agreement, and that the Service Provider will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and the Service Provider, or through the claim resolution process set forth herein. The Service Provider may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. The Service Provider agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Service Provider also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by the Service Provider shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by the Service Provider and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by the Service Provider.

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

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

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

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

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

It is the City's responsibility to comply with E-Verify. The Service Provider will be required to submit the completed E-Verify affidavit at execution of this contract.

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

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

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

day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Signature Page

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in one (1) original copy on the day and year first above written by their duly authorized representatives.

The MODassic Group, LLC D.B.A. CivicBrand

Service Provider

By: _____
Authorized Signature

Name above (Typed or Printed)

Title

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledge that he/she is the _____ of The MODassic Group, LLC D.B.A. CivicBrand a limited liability company organized in the state of Texas and that by authority duly given, and as the act of the limited liability company, the foregoing instrument was signed in its name by its _____.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

Lisa Vierling, City Clerk

By: _____
Jay W. Wagner, Mayor

APPROVAL BY CITY ATTORNEY

Approved as to form:

JoAnne L. Carlyle, City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

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

Bobby D. Fitzjohn, Director of Financial Services

Date: _____



FINANCE COMMITTEE
Chaired by Mayor Pro Tem Britt Moore
Members: Moore, Holmes, Jones, and Peters
August 11, 2022 – 4:00 p.m.

CALL TO ORDER (Virtual Roll Call)

Chairman Moore called the meeting to order at 4:00 p.m.

Following roll call by Chairman Moore, the following Committee Members were **Present (3)**:

Chairman Britt W. Moore
Committee Member Victor Jones
Committee Member Michael Holmes

Absent:

Committee Member Monica Peters

Staff Members Present:

Tasha Logan Ford, City Manager; Greg Ferguson, Deputy City Manager; Eric Olmedo, Assistant City Manager; Megan Maguire, Assistant City Attorney; Tyler Berrier, Electric Utilities Director; Robby Stone, Public Services Director; Bobby Fitzjohn, Financial Services Director; Stephen Hawryluk, Budget and Evaluation Manager; Kevin Rogers, Fleet Services Director; Angela Kirkwood, Human Resources Director; Kim Thore, Right of Way Coordinator and Mary S. Brooks, Interim City Clerk

Also Present:

Mark Browder, Mark III Employee Benefits

PRESENTATION OF ITEMS**2022-364 Contract - Capital Chevrolet - Chevy Tahoe SSV - High Point Police Department (HPPD)**

City Council is requested to award a contract to Capital Chevrolet in the amount of \$120,427.14 for the purchase of three (3) Chevy Tahoe SSV's for the High Point Police Department (HPPD).

Kevin Rogers, Fleet Services Director reported that the Fleet Services Department needed to place an order for three (3) Chevy Tahoe SSV's using the NC State Contract# 070A; the current production 2023 Chevy Tahoe had been identified by City Council for Approval; the Police Department was currently using Chevy Tahoe SUV's that need replacement due to age and or condition; the price of \$38,973.18 was for the vehicle and equipment package with DMV fees of \$1,169.20; with a total cost for three (3) was \$120,427.14; the estimated delivery is 365 days; and that funds are available in the 2022-23 budget. The Fleet Services Department is recommending purchasing the three (3) Chevy Tahoe SSV's from Capital Chevrolet in the amount of \$120,427.14.

Chairman Moore asked if this was a state contract; and would the old vehicle be surplus. Mr. Rogers replied "yes" that the contract was with the state; and that the old vehicles would be surplus.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-365 Contract - National Equipment Dealers, LLC - Bell B50E Articulated Dump Truck

City Council is requested to award a contract to National Equipment Dealers, LLC in the amount of \$607,466 for the purchase of a Bell B50E Articulated Dump Truck and declare the three (3) current trucks as surplus and disposing through the online auction process.

Kevin Rogers, Fleet Services Director reported that the Landfill Operations Division needed to place an order for an articulated dump truck; using the Sheriff's Association Contract# 22-06-0426, the current production 2022 Bell B50E articulated dump truck was being recommended for City Council Approval; the Landfill Operations Division was currently using three (3) tandem dump trucks that this unit would replace; the new Bell B50E Articulated Dump was needed for Landfill use and would meet their needs well; the price of \$607,466 is for the truck, training, delivery, and extended warranty; the estimated delivery is 360+ days; and that funds are available in 2022-23 budget. The Fleet Services Department

recommending purchasing the articulated dump truck from National Equipment Dealers, LLC in the amount of \$607,466.00; and that the recommendation included declaring three (3) current trucks as surplus and disposing through the online auction process.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-366 Contract (Resolution) - Guilford County Board of Education- School Resource Officers (SRO)

City Council is requested to approve a contract and adopt a resolution with Guilford County Board of Education for eight (8) School Resource Officers and one (1) supervisor. The City agrees to provide eight (8) officers and (1) supervisor for a period of one year to the SRO Program and the Guilford County Board of Education shall reimburse the City for \$623,495.19 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2023.

Eric Olmedo, Assistant City Manager reported that this items was a request to approve the School Resource Officer (SRO) Contract with Guilford County Schools; the Guilford County School System contracts with the City of High Point for SRO coverage at the four high schools and four middle schools which are located within High Point; the proposed contract for eight (8) School Resource Officers and one (1) Supervisor was being requested to cover school year 2022/2023; and that the funding for salary and equipment expenses was considered/calculated into the proposed budget for Fiscal Year 2022. Staff is recommending approval to contract with Guilford County for eight (8) School Resource Officers and one (1) Supervisor.

Committee Member Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-367 Capital Project Ordinance - Acquisition of Property -- City Lake Dam Restoration Project - Knollwood Drive

City Council is requested to adopt a Capital Project Ordinance and approve the purchase of three properties in the amount of \$538,000 located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, NC needed for the City Lake Dam Restoration Project.

Kim Thore, Right of Way Coordinator reported that this request was to purchase three properties located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, NC needed for the City Lake Dam Restoration Project; the City Lake Dam Restoration Project was a proposed project to repair and restore the 100-year-old dam at the High Point City Lake; the owner negotiated an offer of \$538,000 for the properties, which included their attorney fees and their appraisal fees; ;and that this would have no budget impact. Staff is recommending approval and authorization to proceed with the purchase the properties located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, N.C. in the amount of \$538,000.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation to adopt a project ordinance and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation for the purchase of three said properties and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-368 Contract - Matt's Janitorial Services, Inc. - Parks & Recreation Facilities

City Council is requested to award a contract to Matt's Janitorial Services, Inc. in the amount of \$101,700.00 for cleaning service for nine Parks and Recreation facilities.

Lee Tillery, Parks and Recreation Director reported that this item was a request to award janitorial contract for nine Parks and Recreation facilities; in the last six years, Parks and Recreation had transitioned to custodial contracts for the cleaning service of several facilities; this particular bid included janitorial services for nine Parks and Recreation facilities; included on that list are: Allen Jay, Deep River, Morehead, Oakview and Southside Recreation Centers, along with the Washington Terrace Community Building, Piedmont Environmental Center, P & R Administration building and the newly renovated

City Lake Park Meetings and Event Center; this is a three year contract, renewable each year; and that funds for these services were included in the operating budget for Parks and Recreation. Staff recommending approval for a contract with Matt's Janitorial Services, Inc in the annual amount of \$101,700.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-369 Contract - WESCO Distribution, Inc. - 35ft Black Aluminum Poles - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$117,600 for the purchase of 35' black aluminum poles that are commonly used by the Electric Utilities Department.

Tyler Berrier, Electric Utilities Director reported that the requested material was normally stocked as inventory; funds were included in the current operating budget to cover this material purchase; bids were submitted and evaluated; and that WESCO Distribution was the lowest qualified bidder. Staff is recommending that the bid for these poles be awarded to WESCO Distribution, Inc. for \$117,600.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-370 Contract - WESCO Distribution, Inc. - Steel Transmission Poles - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$317,384.77 for the purchase of Steel Transmission Poles to be installed in conjunction with the Jackson Lake Substation rehab project.

Tyler Berrier, Electric Utilities Director reported that on July 27th, the City received bids for Steel Transmission Poles; these poles would be installed in conjunction with the Jackson Lake Substation rehab project; the Electric Utilities department had already procured the substation equipment and materials for this project, this bid was for poles only; bids were solicited bids for Steel 100kV Transmission Poles; WESCO Distribution was the lowest bidder; and that funds were included in the Capital budget to cover this material purchase. Staff is recommending that the bid for these items be awarded to WESCO Distribution, Inc. in the amount of \$317,384.77.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-371 Contract - WESCO Distribution, Inc. - Transformers - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$402,257 for the purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (500 & 750kVa) for warehouse stock.

Tyler Berrier, Electric Utilities Director reported that the purpose for this request was to purchase Large Commercial/Industrial Voltage (277/480V) Transformers (500 & 750kVa); said that there were 9 total transformers being encumbered under this bid; Wesco was the lowest of the qualified bidders; and that funds were included in the operating budget to cover this purchase. Staff is recommending that the city council approve, and the department be given the ability to procure these transformers; and that the bid for these transformers be awarded to WESCO Distribution, Inc. for \$402,257.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-372 Contract - KBS Earthworks Inc. - Upper Piedmont Lake Dredging & Dam Maintenance

City Council is requested to award a contract to KBS Earthworks, Inc. in the amount of \$384,377.50 for the removal of sediment within the Upper Piedmont Lake and restore the stormwater storage and collection capacity to its original design and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Robby Stone, Public Services Director reported that this project would remove sediment within the Upper Piedmont Lake which has accumulated since it was constructed; that this project would restore the stormwater storage and collection capacity within the Upper Piedmont Lake to its original design; the Piedmont Lake and Upper Piedmont Lake Dam system was constructed in 1993; the linear system of lakes was designed to perform as stormwater retention and also as water quality devices for the City of High Point. The Upper Piedmont Lake is within the Deep River Tributary; dependent on weather, the estimated completion timeframe for this project would be approximately 42 calendar days; said that there were a total of three (3) bidders for the advertised project; KBS Earthworks Inc. was the lowest bidder when bids were opened on August 4, 2022; and that funds for this project are available in the FY 2022-2023 budget. The Public Services Department is recommending approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to KBS Earthworks Inc. in the amount of \$384,377.50.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-374 Contract-Sole Source - Penn Valley Pump, Co. Inc. - Eastside Primary Sludge Pump

City Council is requested to award a sole source contract to Penn Valley Pump, Co. Inc. in the amount of \$38,929.00 for the sole source purchase of an additional 6-inch Penn Valley Double Disc Pump for the Eastside Wastewater Treatment Plant (WWTP).

Robby Stone, Public Services Director reported that this request was for the sole source purchase of an additional 6-inch Penn Valley Double Disc Pump for the Eastside Wastewater Treatment Plant (WWTP); the Eastside WWTP originally had five Peristaltic Primary Sludge Pumps (PSPs); the peristaltic pumps have been costly to maintain and

have difficulty handling the solids loading coming into the plant; the Eastside WWTP researched various types of pumps for handling high solids concentrations and determined that the double disc pump would be the most beneficial in pumping the sludge from the primary clarifiers; said that the Public Services Department budgeted each year to replace one of the peristaltic pumps with a Penn Valley Double Disc Pump; since FY 2019/2020, four pumps have been replaced, and this would now be the fifth and final pump to be changed out; and that funds for this project are available in the FY 2022-2023 budget. Staff is recommending approval for a sole source purchase in the amount of \$38,929.00 to Penn Valley Pump, Co Inc.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-375 Contract-Sole Source - JWC Environmental - Westside (WWTP) Mechanical Coarse Bar Screen

City Council is requested to award a sole source contract to JWC Environmental in the amount of \$147,565 for purchase of a replacement mechanical coarse bar screen at the headworks of the Westside Wastewater Treatment Plant (WWTP).

Robby Stone, Public Services Director reported that this request was for the sole source purchase of a replacement mechanical coarse bar screen at the headworks of the Westside Wastewater Treatment Plant; said that the existing mechanical coarse bar screen was installed at the Westside WWTP as part of the phase I upgrade, which was completed in 2010. This is the only mechanical coarse bar; this purchase would allow the Westside WWTP to have a spare mechanical coarse bar screen available on site in the event there is a failure; and that funds for this project are available in the FY 2022-2023 budget. Staff is recommending approval for a sole source purchase in the amount of \$147,565.00 to JWC Environmental.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-376 Interlocal Agreement - City of Trinity - Westside Wastewater Treatment Plant (WWTP)

City Council is requested to approve an interlocal agreement with the City of Trinity to direct wastewater flow to the Westside Wastewater Treatment Plant (WWTP).

Robby Stone, Public Services Director reported that the City of Trinity desired to direct wastewater flow to the Westside Wastewater Treatment Plant (WWTP); Trinity presented a request to utilize a discharge limit up to 1 million gallons per day (mgd) or 10 percent of the current Westside WWTP capacity; Trinity had agreed to provide a capital contribution of \$5.6M over twenty years to secure this capacity; in addition, Trinity would be responsible for maintaining their existing collection system including lift stations and lines, and would install a meter for measuring wastewater flow that would be calibrated a minimum of two times each year. A usage cost for the operation and maintenance expenditures would be calculated annually and presented to Trinity. Trinity will participate in unexpected and unfunded repairs at the Westside WWTP as issues arise as well as their share of Capital Improvements to the WWTP. A list of Capital Improvement Plan costs would be shared with Trinity for informational and budgeting purposes. Fee and correctional mechanisms are in place to address surcharges in capacity, biological oxygen demand (BOD) and total suspended solids (TSS). Westside WWTP had enough capacity to support the requested service; and that operational processes would be billed monthly to the City of Trinity. Staff is recommending the approval for an Interlocal Agreement with the City of Trinity.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2022-377 Contract - CIGNA Renewal - Employee Health/Dental Care

City Council is requested to authorize the City Manager to execute a twelve (12) month contract with CIGNA Healthcare for health and dental care coverage for City employees effective January 1, 2023 - December 31, 2023.

Angela Kirkwood, Human Resources Director recognized Mark Browder, Mark III Employee Benefits, in attendance to give a presentation regarding the contract with CIGNA Healthcare for health and dental care coverage for City employees to be effective January 1, 2023 through December 31, 2023; and said that funds were budgeted for this contract.

Mr. Browder extended greetings; made a PPP regarding the renewal contract for city employee's healthcare coverage; the City of High Point offers healthcare coverage to its employees that include medical and dental care products; said that the plan year would run

from January 1st to December 31st; Cigna Healthcare medical costs increased by 6.10 %; the annual costs were \$20,845,953; there was also a 6.10% increase in the Cigna's dental coverage, and the annual cost are \$1,2114,447; staff would initiate conversations with healthcare providers during the first quarter of 2022, and present options to City Council in the Summer for the January 1, 2024, to December 31, 2024, plan year; gave an overview of the city's wellness results; spoke to the city remaining fully insured; and spoke to the city's reserve.

Chairman Moore asked if the city's reserve of 3.7 remained the same from last year. Mr. Browder replied, "yes".

Committee Member Holmes inquired on the projected timeframe for the city to become self-funded. Mr. Browder responded that the city was 2 to 3 years of becoming self-funded.

Staff is recommending approval for a twelve (12) month contract with CIGNA Healthcare for health and dental care coverage for City employees effective January 1, 2023 - December 31, 2023.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 15, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

ADJOURNMENT

There being no further business to come before the Finance Committee, Chairman Moore asked if there were any objections to adjourn the meeting. There being none, the meeting was adjourned at 4:34 p.m.

Respectfully Submitted,

Britt Moore, Chairman

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Request for Ordinance to Demolish -1503 -1507 West English Road (1 Building)

From: Reggie Hucks
Inspections Services Director

Meeting Date: October 3, 2022

Advertising Date /
Advertised By: N/A

Public Hearing: No
Ordinance

Attachments: Hearing Notice Letter
Timeline

PURPOSE:

To request an ordinance to demolish a condemned structure.

BACKGROUND:

Inspection Department has been working with the current owners for over a year to demolish the structure at 1503-1507 West English Road. The owners have not acted on our notices. The owner has stated he will not spend the money to repair or demolish his unsafe building. Large part of structure must be manually demolished.

BUDGET IMPACT:

The estimated cost of the demolition is up to \$70,000. Funds are available in the FY 2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

Ordinance to demolish by the City of High Point







Juan Luis Toledo
236 Timberwood Dr
High Point, NC 27260

Manuel Salvador Espitia-Perez
7794 Crabtree Valley Ct
Greensboro, NC 27455

December, 20, 2021

Dear Owner,

A site visit was made to 1503 W English, High Point, NC 27262 because of a complaint / concern over the structural integrity of the building. It was discovered that the building located at this address is especially dangerous life due defective construction, decay, and other causes including portion of the rear wall collapsing and exposed that allows water to intrude into the structure causing additional decay. As a result of our inspection, this structure has been cited as defective and in a hazardous condition pursuant to NC General Statute 160D-1119 and condemnation placards have been affixed to the building.

You are hereby notified to take immediate corrective action to safeguard the site by repairing or demolishing the structure. All proper permits are required to be secured prior to any construction on this property. An administrative hearing is setup for January 4, 2022, at 10:00 am at 211 S. Hamilton St. High Point, NC 27262 in the Fishbowl Conference Room. If no reply has been received after ten days of receipt of this letter, the record will reflect that no one will be attending the hearing and further action will be taken on this property.

If you have any questions regarding this letter, please contact me at 336-883-3275.

Sincerely,

Christopher Whaley

City of High Point Inspections Manager

ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND NORTH CAROLINA GENERAL STATUTE 160D-1125(b).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

1503, 1505, and 1507 West Green Road

Juan Luis Toledo, Manuel Salvador
Espitia Perez
1 Coachman Court
Greensboro, NC 27407

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 3rd day of October, 2022

Mary Brooks, Interim City Clerk

BV-21-0007
1503 W English Rd Timeline

<i>Description</i>	<i>Date</i>	<i>Inspector</i>	<i>Action</i>	<i>Other Notes</i>
Site Visit	12/14/2021	Chris Whaley	Building Condemned	Construction decay and wall failure
Ownership Validation	12/14/2021	Sharon Livengood	Title Search	
Notice Sent	12/20/2021	Chris Whaley	Notice Sent	No Action from owner
Hearing Held	01/04/2022	Chris Whaley	No Change	Hearing Held / No representation from the owner
Order Corrective Action	01/04/2022	Chris Whaley	Order Sent	Order to demolish mailed / attached to building
Permit Application	02/22/2022	NA	NA	A permit has been applied – No further action or documents attached – multiple attempts made to contact
Follow-up Inspection	03/16/2022	Chris Whaley	No Change	No Change to the building
Notice Sent	6/03/2022	Chris Whaley	Notice Sent	Notice sent concerning hearing before Council
Telephone Call	6/23/22	Reggie Hucks	Phone Call	Informed the owner that the condemnation was going to be heard before City Council.
Public Posting	7/14/22	Reggie Hucks		Public posting of site.
Follow-up call	9/20/22	Reggie Hucks		Informed owners again that a request for demolition would be heard before City Council.

CITY OF HIGH POINT

AGENDA ITEM



Title: Parks & Recreation Sole Source – ABI Force

From: Lee Tillery –Parks and Recreation Director

Public Hearing: N/A

Meeting Date: October 3, 2022

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Sole Source Recommendation Form
Attachment B – ABI Sole Source Letter and Patent Letter
Attachment C – Quotation – Benchmark Tool and Supply

PURPOSE:

The sole source purchase of an ABI Force Zero Turn Work machine from Benchmark Tool and Supply, Inc.

BACKGROUND:

Our Department is constantly looking for ways to advance our productivity, safety and efficiency with parks maintenance and needed equipment. The ABI Force is an “all in one” piece of equipment that we feel will assist us in moving that concept forward. This piece of equipment can be used in a variety of ways for ballfield preparation and landscaping. The zero-turn option of the machine will allow for more effectiveness with grooming, preparing and renovating ballfields, while also allowing us to more precisely laser grade the playing surface which leads to better playability, safety and drainage. Additionally, the multi-function capability of this machine will assist with landscaping needs throughout the Department including edging, aeration, seeding and soil preparation.

BUDGET IMPACT:

Funds for this project were appropriated in the operating expenditures of the 2022-23 Parks and Recreation budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve sole source recommendation and purchase for the ABI Force with Benchmark Tool and Supply, Inc. in the amount of \$51,912.20.

ABI Force Z23

Sole Source Document



ABI SportsTurf
520 S. Byrkit Street
Mishawaka, IN 46544

ABI SportsTurf is a division of Abi Attachments, Inc. located in Mishawaka Indiana. ABI is a manufacture who has designed the configuration and ground engaging components for the product described as the ABI Force.

ABI Attachments, Inc. is the manufacture the Z-23 chassis.

Because Abi Attachments, Inc. has exclusive dealers, Benchmark Tool & Supply, Inc is the only place in which an ABI Force can be purchased in the states of VA, NC and SC.

Beyond the exclusiveness of the zero turn chassis, **the Abi Force is the only motorized infield groomer available on the market with laser grading ability.** ABI has designed all of the ground engaging components for the ABI Force such as the VibraFlex nail board, Profile Blades and all of the rear mount attachments. These ground-engaging attachments are made and distributed from Abi Attachments, Inc. in Mishawaka Indiana and are not available through any other means worldwide.

ABI owns three U.S. Patents on the ABI Force, which are exclusive to our product:

1. U.S. Patent 9,332,687 – This patent is for the downward force applied to the mid-mount attachments by the coil springs, which are hydraulically controlled.
2. U.S. Patent 8,944,176 – This patent is for the “Profile Blades” that de-compact the subsurface without displacing the material.
3. U.S. Patent 7,478,682 – This patent is for the pivoting Rake/Scarifier component.

I hope that this Sole Source Letter serves your needs and satisfies your requirements for the purchase of the ABI Force.

Sincerely,

Scott Holmes
President/Owner
Abi Attachments, Inc.

Sincerely,

Chuck Harris
President/Owner
Benchmark Tool & Supply, Inc.



2720 Discovery Drive
Raleigh, NC 27616
866-342-7665
BenchmarkSupply.com

Quote

INVOICE NUMBER:	10068
DATE:	8/25/2022
SALES REP:	Josh Glover
PO #	

Customer Information

Company Name: City of High Point

Email: eugene.coleman@highpointnc.gov

Ordered By: Eugene Coleman

Phone: 3368833312

Bill To:
Eugene Coleman
City of High Point
211 S. Hamilton
PO Box 230
High Point NC 27261
United States

Ship To:
Eugene Coleman
City of High Point
211 S. Hamilton
PO Box 230
High Point NC 27261
United States

Description	Quantity	Rate	Amount
10-99144 ABI Force z23slt "Laser Ready" w/Tweels	1	\$27,999.00	\$27,999.00
10-90403 Laser Electronics & Pole - Machine Side (For z23sl / z23slt)	1	\$3,399.00	\$3,399.00
GL622N LASER W RC602N REMOTE, HL760 RECEIVER, CLAMP, NIMH & UNIVERSAL CHARGER	1	\$3,200.00	\$3,200.00
01-ALQRHD-ELAZ Aluminum HeavyDuty Elevator Tripod w/ Quick Clamp	1	\$286.70	\$286.70
CR-13' 10ths Fiberglass Grade Rod	1	\$105.00	\$105.00
10-90232 Mini-Scarifier "Tooth Bar" for ABI Force	1	\$499.00	\$499.00
10-99029 Mini-Box Blade for ABI Force (Solid Edge)	1	\$549.00	\$549.00
10-99149 Stealth Blades for ABI Force (Set of 7, complete)	1	\$599.00	\$599.00
10-90166 VibraFlex 5' Infield Drag (Mode 5800)	1	\$749.00	\$749.00
10-99141 7' Fine Finish Broom (For z23s)	1	\$649.00	\$649.00

TERMS OF SALE:

-Orders over \$8,000 require a 10% non-refundable down payment before any product is ordered by Benchmark Tool & Supply, Inc., the remaining invoice balance will be due upon delivery and/or installation.
-Benchmark Tool & Supply, Inc. is responsible for notifying customers that all ordered product has been received by us from our suppliers. Should a customer for any reason not be able to take delivery upon notification, the remaining invoice balance will be due within two weeks of the date on which notification takes place.
-Should invoice balances not be paid in full based on the above terms, Benchmark Tool & Supply, Inc. reserves the right to rescind any product discounts that were offered at the time the order was placed.
-A 20% restocking fee will be invoiced to customer, if the order is canceled, after the purchase date.
-We will issue a refund in the original form of payment for merchandise that is unused & in original packaging within 14 days of purchase. Any defective merchandise can be exchanged within 30 days of purchase. All merchandise returned after 14 days of purchase will have a 20% restocking fee & refund will only be available as store credit. The customer is responsible for return shipping of any returned products, some exclusions may apply.

○ Raleigh, NC ○ Concord, NC ○ Ashland,VA ○ Chesapeake, VA ○ Roanoke, VA

Description	Quantity	Rate	Amount
10-99123 Removable Broadcast Spreader - 12V Electric (For z23)	1	\$1,999.00	\$1,999.00
10-99136 Pro Edger System w/Cleanup Blade (For z23)	1	\$1,299.00	\$1,299.00
10-90410 ½ Ton Roller (Requires 10-90449 200lb Weight Kit) z23	1	\$1,599.00	\$1,599.00
10-90449 Front Saddle-Mount Weight Kit - w/200lb (Qty 4 50lb)	1	\$799.00	\$799.00
10-99193 Rear Scoop w/Electric Actuated Dump for ABI Force z23	1	\$2,499.00	\$2,499.00
ABI Machine Freight	1	\$600.00	\$600.00
ABI Machine Prepping & Installation	1	\$600.00	\$600.00
Delivery and day of laser grade training	1	\$1,200.00	\$1,200.00

Account / PO#:

Credit Card: VISA MASTER CARD AMERICAN EXPRESS

Credit Card #:

Credit Card Exp. Date:

CVC/Zip Code:

Signature: _____ **Date:**

Subtotal	\$48,629.70
Discount Total	
Tax Total	\$3,282.50
Shipping Cost	\$0.00
Total	\$51,912.20

TERMS OF SALE:

-Orders over \$8,000 require a 10% non-refundable down payment before any product is ordered by Benchmark Tool & Supply, Inc., the remaining invoice balance will be due upon delivery and/or installation.
 -Benchmark Tool & Supply, Inc. is responsible for notifying customers that all ordered product has been received by us from our suppliers. Should a customer for any reason not be able to take delivery upon notification, the remaining invoice balance will be due within two weeks of the date on which notification takes place.
 -Should invoice balances not be paid in full based on the above terms, Benchmark Tool & Supply, Inc. reserves the right to rescind any product discounts that were offered at the time the order was placed.
 -A 20% restocking fee will be invoiced to customer, if the order is canceled, after the purchase date.
 -We will issue a refund in the original form of payment for merchandise that is unused & in original packaging within 14 days of purchase. Any defective merchandise can be exchanged within 30 days of purchase. All merchandise returned after 14 days of purchase will have a 20% restocking fee & refund will only be available as store credit. The customer is responsible for return shipping of any returned products, some exclusions may apply.

ORDINANCE OF CORRECTION
AN ORDINANCE OF CORRECTION REQUIRING THE BUILDING INSPECTOR OF
THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT
TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND
NORTH CAROLINA GENERAL STATUTE 160D-1125(b).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

1503, 1505, and 1507 West English Road

Juan Luis Toledo, Manuel Salvador
Espitia Perez
1 Coachman Court
Greensboro, NC 27407

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

SECTION 5: Purpose for correction, Ordinance recorded October 05, 2022, in Book 8666, Page 2484 in Office of the Register of Deeds of Guilford County, State of North Carolina, and whereas, by mistake said ordinance did not have the correct property location address and has above been corrected.

Adopted by City Council,
This the 3rd day of October, 2022

Mary Brooks, Interim City Clerk

City Clerk's Office

Mary S. Brooks

INTERIM CITY CLERK

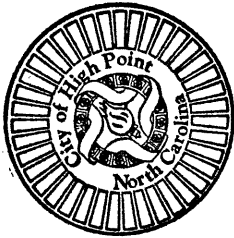


City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Mary S. Brooks, Interim City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing Ordinance Correction is a true and accurate Ordinance adopted by the City Council in official Session on October 3, 2022, and upon approval by City Council will be recorded in Book 97 of the Official Minute Books and Ordinance Book Volume XXII, Ordinance No. 7873/22-93 page 190, Legislative File No. 2022-456 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded, or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 13th day of October 2022.



Mary S. Brooks

Mary S. Brooks, Interim City Clerk

ACKNOWLEDGEMENT

I, Sharon G. Livengood, a Notary Public of said County and State, do hereby certify that Mary S. Brooks, is known to me as Interim City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 13th day of October 2022.

Sharon G. Livengood, Notary Public

Commission Expires: 09/03/2027



Title: Resolution - High Point Theatre/Int'l Market Center HVAC Lease Amendment

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, October 3, 2022

Public Hearing: N/A

Advertising Date / August 31, 2022

Advertised By: High Point Enterprise

Attachments: Resolution
Tenth Amendment to Lease Agreement

PURPOSE:

To renew the HVAC services lease for the High Point Theatre.

BACKGROUND:

The original lease between the City of High Point ("Lessor") and IHFC Properties, LLC's predecessor-in-interest, Southern Furniture Exposition Building, Inc. ("Lessee") was entered into on June 1st, 1973. That agreement was amended on February 21, 1974, July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 1, 2018, and July 1, 2019, June 15, 2020, and July 1, 2021. The High Point Theatre receives HVAC services from Lessee.

This tenth amendment to the original lease will extend the period of time during which the HVAC services will be provided. The remaining terms of the lease shall remain in effect.

BUDGET IMPACT: \$90,000 annually

RECOMMENDATION / ACTION REQUESTED:

Staff recommends adoption of a resolution approving the Tenth Amendment to the Lease.

TENTH AMENDMENT TO LEASE

THIS TENTH AMENDMENT TO LEASE (“Agreement”) made and entered into effective as of July 1, 2022 (the “Effective Date”) by and between the City of High Point, (“Lessor”), and IHFC Properties SPE, LLC, a Delaware limited liability company (“Lessee”) as successor-in-interest to IHFC Properties, LLC a Delaware limited liability company.

BACKGROUND

WHEREAS, Lessor and Lessee’s predecessor-in-interest, Southern Furniture Exposition Building, Inc., a North Carolina corporation, entered into an Indenture of Lease dated June 1, 1973 as amended by that certain Amendment to Lease dated February 21, 1974, that certain Second Amendment to Lease dated July 1, 2014, the Third Amendment to Lease dated July 1, 2015, the Fourth Amendment to Lease dated July 1, 2016, the Fifth Amendment to Lease dated July 1, 2017, the Sixth Amendment to Lease dated July 1, 2018, the Seventh Amendment to Lease dated July 1, 2019, the Eighth Amendment to Lease dated July 1, 2020, and the Ninth Amendment to Lease dated July 1, 2021 (collectively the “Lease”) for real estate more particularly described in Exhibit A to the Lease and recorded at Deed Book 2714 page 483; such real estate generally known as 210-220 E. Commerce Avenue, High Point, North Carolina 27260;

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (the “Theater”) in compliance with building plans and specifications approved by Lessor in the Lease, and provides heating and cooling services to the Theater pursuant to mutually agreed upon terms and conditions;

WHEREAS, the parties wish to modify the agreement and to extend the period of time during which the HVAC Services will be provided;

NOW THEREFORE, for good and valuable consideration duly received and acknowledged by the parties to be adequate and sufficient for the terms contained herein Lessor and Lessee hereby agree that the Lease is modified and amended by this Agreement as follows:

1. Duration of HVAC Services

Lessee shall continue to provide the HVAC Services for the period July 1, 2022 through and including June 30, 2023 (“Service Period”). Any renewals or extensions of the Service Period shall be upon mutual agreement of the parties and shall be in writing.

2. Cost of HVAC Services

Effective as of July 1, 2022 through and including June 30, 2023 the cost of HVAC

Services shall be \$7,500.00 per month (collectively the “Service Charge”) for a total annual cost of \$90,000.00 for the Service Period. The monthly cost shall be subject to review each January 1st of any Service Period and, in the event it is determined that the cost shall be adjusted, such adjustment shall be communicated to the Lessor in writing and shall take effect upon the renewal of the HVAC Services.

Cost of “After Hours” HVAC Services

Lessee shall be responsible for labor costs associated with a maintenance call that occurs “After Hours”. “After Hours” is defined as those hours occurring within the period of 4:00PM EST through 7:00AM EST on Monday through Friday and, all day Saturday and Sunday. The cost of a maintenance call occurring during “After Hours” shall be billed at \$52.00 per hour with a two-hour minimum. Landlord agrees to notify Lessee in writing of any change in the window defining “After Hours”.

3. Payment for Services

Payment for HVAC Services shall be made payable to IHFC Properties, LLC and shall be remitted to the following payment address:

IHFC Properties SPE, LLC
P.O. Box 535595
Atlanta, GA 30353-5595

4. Notices

For purposes of this Agreement, any notice relative to the HVAC Services shall be given as follows:

If to Lessee:

International Market Centers
Mr. James Leatherwood
Director of Facilities
209 South Main Street
High Point, NC 27260
Phone: (336) 888-3730

If to Lessor:

High Point Theater
Mr. David S. Briggs
220 E. Commerce Avenue
High Point, NC 27260
Phone: (336) 883-3627

5. Lessor and Lessee each mutually covenant, represent and warrant to the other that it has had no dealings or communications with any broker or agent in connection with this Agreement and, to the extent permitted by law, each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys’ fees) or liability for any compensation, commission or charges to any broker or agent claiming through the indemnifying party with respect hereto.

6. Lessor represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally binding obligation of Lessor enforceable in accordance with its terms. Lessor shall save and hold Lessee harmless from any claims, or damages including reasonable attorneys' fees arising from Lessor's misrepresentation of its authority to enter into and execute this Agreement.

7. Capitalized undefined terms used herein shall have the respective meanings given such terms in the Lease. In the event of a conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

8. The parties acknowledge and agree that all terms and conditions of the Lease shall remain in full force and effect, except as modified by the terms and conditions of this Agreement.

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto the day and year first above written.

LESSOR:
THE CITY OF HIGH POINT

By: _____
Jay W. Wagner
Mayor

ATTEST:

By: _____
Mary Brooks
Interim City Clerk

LESSEE
IHFC PROPERTIES SPE, LLC

By: _____

Name: Scott Eckman
Its: Exective Vice President,
Chief Revenue Officer

By: _____

Name: Robert Maricich
Its: Chief Executive Officer

**RESOLUTION AUTHORIZING EXECUTION OF
THE TENTH AMENDMENT TO LEASE
BETWEEN THE HIGH POINT THEATRE AND IHFC PROPERTIES, LLC
FOR HVAC USAGE**

WHEREAS, the City of High Point (“Lessor”) and IHFC Properties, LLC’s (“Lessee”) predecessor-in-interest, Southern Furniture Exposition Building, Inc. entered into an Indenture of Lease dated June 1, 1973, as amended by that certain Amendment to Lease dated February 21, 1974, and that certain Second Amendment to Lease dated July 1, 2014, the Third Amendment to Lease dated July 1, 2015, the Fourth Amendment to Lease dated July 1, 2016, the Fifth Amendment to Lease dated July 1, 2017, the Sixth Amendment to Lease dated July 1, 2018, the Seventh Amendment to Lease dated October 7, 2019, the Eighth Amendment to Lease dated June 16, 2020, and the Ninth Amendment to Lease dated July 1, 2021 (collectively the “Lease”) for real estate more particularly described in Exhibit A to the Lease and recorded in Deed Book 2714, Page 483, such real estate general known as 210-220 E. Commerce Ave, High Point, North Carolina; and

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (“Theater”) in compliance with building plans and specification approved by Lessor in the Lease, and provides heating and cooling services (“HVAC Services”) to the Theater pursuant to mutually agreed upon terms and conditions; and

WHEREAS, both parties wish to extend the period of time during which the HVAC Services will be provided.

THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that the Mayor is hereby authorized to execute the Tenth Amendment to the Lease between the City of High Point and IHFC Properties, LLC, which allows Lessee to continue providing the HVAC services for the period of July 1, 2022 through June 30, 2023, and that the remaining terms of the lease remain as set forth in the original agreement and previous amendments.

Adopted, this the 3rd day of October, 2022.

Mayor Jay W. Wagner

Mary S. Brooks
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Approval of Minutes

From: Mary S. Brooks
Interim City Clerk

Meeting Date: October 3, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A

Attachments: Yes

PURPOSE:

Minutes to be approved.

BACKGROUND:

N/A

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTIONS REQUESTED:

Approval of the following minutes:

August 1, 2022, Regular Meeting Minutes @ 5:30 p.m.

August 11, 2022, Finance Committee Meeting Minutes @ 4:00 p.m.

August 15, 2022, Special Meeting Minutes @4:45 p.m.



**RFP RECOMMENDATION REQUEST
FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

RFP NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

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

**and
.**

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: 300kVA Transformers for Various Electric Projects
Bid #12-091322

From: Tyler Berrier, PE; Electric Utilities Dir.

Meeting Date: October 3, 2022

Public Hearing: N/A

Advertised By: N/A

Attachments: Attachment A: Bid Tabulation
Attachment B: Recommendation Form

PURPOSE:

Purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (300kVa). Warehouse Stock Items, not associated with a specific project.

BACKGROUND:

There are 4 total transformers being encumbered under this bid. Border States was the lowest of the qualified bidders.

BUDGET IMPACT:

Funds are included in the operating budget to cover this purchase.

RECOMMENDATION / ACTION REQUESTED:

Staff is recommending that the city council approve, and the department be given the ability to procure these transformers. The department is recommending that the bid for these transformers be awarded to Border States, Inc. for \$114,280.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM

**Title: 2019 Bond Project Website – Information Item**

From: Stephen M. Hawryluk
Budget and Performance Manager

Meeting Date: October 3, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A

Attachments: None

PURPOSE:

To present information on the website created for the 2019 voter approved bond projects.

BACKGROUND:

In November 2019, City of High Point voters approved \$50,000,000 in general obligation bonds for improvements in the areas of Housing (\$6,500,000), Parks and Recreation (\$21,500,000), and Streets and Sidewalks (\$22,000,000).

Staff from Budget and Evaluation have compiled information on the projects, including descriptions, budgets, amount spent/committed, and updates on progress and provided to the City's Marketing Division, which has created web pages showing this information.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTIONS REQUESTED:

There is no action requested. This item is for information purposes only.

City of High Point 2019 Bond Project Tracking

Stephen M. Hawryluk
Budget & Performance Manager

Budget & Evaluation Division | Financial Services Department

Purpose

- Provide information and status updates on the projects funded from the 2019 bond referendum
- Budget and Evaluation tasked with coordinating a website tracking the 2019 bond projects
- Project information and status updates provided by departments
- Information provided to Marketing Division to create web pages for each bond order category (Housing, Streets/Sidewalks, Parks and Recreation)

Project Information

- Project Description
- Budgeted Amount
- Amount Spent/Committed
- Status Update

How to Find

<https://www.highpointnc.gov/2626/Bond-Projects>

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

During National Domestic Violence Awareness Month, we reaffirm our dedication to creating a culture of safety and hope in our community where no one suffers the hurt and hardship caused by domestic violence. We recommit to doing everything in our power to uphold the basic human right to live free from violence and abuse and recognize our shared responsibility in ending this pervasive problem.

WHEREAS, domestic violence impacts women, men, and children of every age, background, and belief; and is rooted in a pattern of power and control; and

WHEREAS, the Guilford County Family Justice Center (FJC) has been a beacon of light during the pandemic, remaining open and assisting individuals in-person through coordination among essential services including advocacy, law enforcement, and civil legal services; and

WHEREAS, vulnerable children and older adults are impacted at higher levels and it is essential that we participate and support innovative collaborations like the FJC's Pathways and Camp Hope program for children and the FJC's Elder Justice Committee coordinated community response; and

WHEREAS, in a community partnership, the FJC has successfully brought together 17 agencies in one place to provide victims with easier access to comprehensive resources. This diverse and unique partnership provides hope and healing to victims of abuse and works diligently to hold offenders accountable; and

WHEREAS, by working together, getting involved and through promoting awareness in this community we can restore hope, stop the violence, and make our community safer for everyone.

NOW, THEREFORE, I, Jay W. Wagner, Mayor of the City of High Point, do hereby declare the month of October, 2022 as **DOMESTIC VIOLENCE AWARENESS MONTH** in the City of High Point and urge our citizens to increase awareness and education of this destructive force, which deeply affects many families in our State and local community each year, and to become part of the efforts to stop violence in families.



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 3rd day of October 2022.

A handwritten signature in black ink, appearing to read "Jay W. Wagner", is written over a horizontal line.

Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM

**Title: Recapture and Resale Policy Revision**

From: Thanena S. Wilson, Interim Director,
Community Development & Housing

Meeting Date: October 3, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Presumption of Affordability Provision

PURPOSE:

To comply with HOME regulations pertaining to continued affordability of HOME-assisted homebuyer properties, the Recapture and Resale Policy is being revised to include the Presumption of Affordability provision.

BACKGROUND:

Section 215 of the HOME statute establishes specific requirements that all HOME-assisted homebuyer housing must meet to qualify as affordable housing. Specifically, all HOME-assisted homebuyer housing must have an initial purchase price that does not exceed 95 percent of the median purchase price for the area, be the principal residence of an owner whose family qualifies as low-income at the time of purchase, and be subject to either resale or recapture provisions. The HOME statute states that resale provisions must limit subsequent purchase of the property to income-eligible families, provide the owner with a fair return on investment, including any improvements, and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The HOME statute also specifies that recapture provisions must recapture the HOME investment from available net proceeds to assist other HOME-eligible families. Each PJ must establish its resale and/or recapture provisions in writing and submit the provisions to HUD for approval.

BUDGET IMPACT

None

RECOMMENDATION/ACTION REQUESTED:

The Community Development and Housing Department recommends City Council for approval.

Presumption of Affordability [§92.254(a)(5)(i)(B)]

In certain neighborhoods, housing can be presumed to provide a fair return to an original homebuyer upon sale, to be available and affordable to a reasonable range of low-income homebuyers, and to serve as the primary residence of a low-income family during the period of affordability. In such cases, the PJ does not need to impose resale restrictions because the characteristics of the neighborhood make it probable that these requirements will be met without the imposition of the restrictions. Instead, §92.254(a)(5)(i)(B) of the HOME rule states that the PJ may identify certain neighborhoods with housing and income conditions that will:

1. Provide ongoing affordable home prices,
2. Ensure that the sales price of a home will provide a fair return to the original homebuyer, and
3. Provide a pool of income-eligible homebuyers from the residents of the neighborhood.

A presumption of affordability will allow the City to meet the HOME resale requirements without the imposition of specific enforcement mechanisms. The City can also perform a combined market analysis for a limited number of contiguous neighborhoods that are similarly situated with respect to demographic profile, housing market, and economic conditions

To obtain a presumption of affordability, the City must complete a market analysis of the neighborhood in which the housing is located and submit the analysis for HUD review and approval. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood, including:

1. Sale prices,
2. Age and amenities of the housing stock,
3. Incomes of residents, and
4. Percentage of owner-occupants.

The City must compare these neighborhood-specific data to the housing conditions and incomes in the larger housing market area. Using an average period of affordability based on the expected investment per unit (e.g., 5, 10 or 15 years), the City must analyze the current and projected incomes of neighborhood residents and determine that such data supports the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. An analysis of housing data must support the conclusion that home values are affordable, and will continue to be affordable, for the same average period of affordability.

If the City continues to provide homeownership assistance for housing in the neighborhood without the imposition of resale restrictions, it must annually verify that conditions have not changed. Every three to five years the City must undertake a new market analysis to ensure that it is still reasonable to presume continued affordability.

CITY OF HIGH POINT

AGENDA ITEM



Title: Blair Park Golf Course Stormwater Improvement Project

From: Lee Tillery –Parks and Recreation Director

Public Hearing: N/A

Meeting Date: October 3, 2022

Advertising Date:

Advertised By:

Attachments: Department Recommendation Form
Bid Tabulation

PURPOSE:

Blair Park Golf Course Stormwater Improvements.

BACKGROUND:

Stormwater problems have contributed to flooding at Blair Park Golf Course for the last several years. This effects playability and, at times, can cause delays long after storm events. The flooding takes places along Holes 2 & 7, along with the cart path and natural areas between these two holes. We contracted with WK Dickson, Inc. to develop a plan that would address these issues. Working alongside Engineering and Parks and Recreation, construction documentation plans were developed over the last six months. The proposed plan will provide a system of underground outlets to move the water and decrease flooding. This will provide a long-term solution and alleviate a major problem at Blair Park Golf Course.

BUDGET IMPACT:

Funds for these services are available through the 2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

Parks and Recreation staff recommends approval of contract with Southeast Select Civil Construction, LLC in the amount of \$446,371.00.

Bid Tabulation

City of High Point, North Carolina
Blair Park Golf Course Stormwater Improvements
Bid 09-092122 / Wednesday, 9/21/22 2:00 PM

Contractor	Addendum	Bid Bond	Proposal Form	MWBE Forms	Total Bid
Breece Enterprises	Yes	Yes	Yes	Yes	\$448,559.73
McQueen	Yes	Yes	Yes	Yes	\$600,357.41
Southeast Select	Yes	Yes	Yes	Yes	\$446,371.00



DEPARTMENT RECOMMENDATION
Informal Bid(s)

DEPARTMENT:

COUNCIL DATE:

BID #:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

PURCHASING MANAGER:

DATE:

FINANCIAL SERVICES DIRECTOR:

DATE:

(\$30,000 - \$89,999)

CITY MANAGER:

DATE:

(\$90,000+)