



# City of High Point

## Meeting Agenda

### Finance Committee

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

Mayor Pro Tempore Britt Moore, Chair  
Committee Members:  
Monica Peters  
Michael Holmes  
Tim Andrew

Cyril Jefferson, Mayor (Alternate)

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Thursday, February 27, 2025

4:00 PM

Council Chambers

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**Finance Committee - Britt W. Moore, Chair**

**CALL TO ORDER**

**PRESENTATION OF ITEMS**

- 2025-067     **Consideration of an Easement Agreement with AMTRAK to Operate at the High Point Depot**  
City Council is requested to consider an Easement Agreement with Amtrak and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-068     **Consideration of a Purchase of Five (5) Police Vehicles from Capital Chevrolet**  
City Council is requested to approve the purchase of five (5) vehicles from Capital Chevrolet in the amount of \$262,869, a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-069     **Consideration of a Purchase of five (5) Police Vehicles from Deacon Jones Ford**  
City Council is requested to approve the purchase of five (5) police vehicles from Deacon Jones Ford in the amount of \$240,485, a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-070     **Consideration of a Contract with Four (4) Vendors for Water and Wastewater Chemicals**  
City Council is requested to consider contracts with four (4) vendors for a total amount of \$1,436,249 for the purchase of

water and wastewater treatment chemicals and authorize the appropriate City Official(s) to execute all necessary documents.

2025-074     **Consideration of a Sole Source Purchase from Charles R. Underwood, Inc.**

City Council is requested to consider a sole source purchase from Charles R. Underwood, Inc. in the amount of \$89,685 for a fine bar screen and compactor for the Westside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

2025-071     **Consideration of a Sole Source Purchase from Badger Meter, Inc.**

City Council is requested to consider a sole source purchase from Badger Meter, Inc. in the amount of \$179,907.40 for water meters and authorize the appropriate City Official(s) to execute all necessary documents.

2025-072     **Consideration of a Community Change Grant Sub-recipient Agreement with the Southwest Renewal Foundation of High Point, Inc. (SWRF)**

City Council is requested to consider a Community Change Grant Sub-recipient Agreement with SWRF and authorize the appropriate City Official(s) to execute all necessary documents.

2025-076     **Consideration of Exchange of City Owned Property Easements**

City Council is requested to adopt the resolution approving the exchange of property and amendment of easement deed pursuant to N.C.G.S. §160A- 271 and authorize the appropriate City Official(s) to execute all necessary documents.

2025-066     **Information Regarding Series 2025 Limited Obligation Bonds for Stadium Modifications and Related Authorizations**

City Council is requested to hold a public hearing on March 3, 2025 at 5:30pm as required by state law on the issuance of the referenced Limited Obligation Bonds, adopt the preliminary findings resolution, and authorize the appropriate City Official(s) to execute all necessary documents.

**ADJOURNMENT**

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of an Easement Agreement with AMTRAK to Operate at the High Point Depot

**FROM:**  
Greg Venable, Transportation Director

**MEETING DATE:**  
February 27, 2025

**PUBLIC HEARING:**  
No

**ADVERTISED DATE/BY:**  
N/A

### **ATTACHMENTS:**

1. Easement Agreement - Amtrak
- 

**PURPOSE:** This Easement Agreement between the City and Amtrak will allow Amtrak use of the Depot to conduct passenger rail service in High Point.

**BACKGROUND:** On March 26, 1998, the City granted Amtrak an easement over the Premises. This is an extension of that agreement. The expiration date of this agreement will be December 31, 2039. Amtrak agrees to pay a pro-rata share for utilities and maintenance and repair expenses of the facility. The Agreement includes the right of Amtrak, its employees, agents, contractors, licensees, and invitees, at all times to use the facility for the purposes of operating its rail passenger services.

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

**RECOMMENDED ACTION REQUESTED:** City Council is requested to approve the Easement Agreement with Amtrak and authorize the appropriate City Official(s) to execute all necessary documents.

## **NORTH CAROLINA**

### **GUILFORD COUNTY**

**THIS EASEMENT AGREEMENT** ("Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF HIGH POINT, NORTH CAROLINA ("CITY") and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the former Rail Passenger Service Act [recodified at 49 U.S.C. §24101 et. seq.] and the laws of the District of Columbia ("AMTRAK"), with offices at 1 Massachusetts Avenue, NW, Washington, DC 20001.

### **WITNESSETH**

**WHEREAS**, CITY entered into a lease agreement (including any renewals thereof, "Lease") and a license agreement (including any renewals thereof "License") with the North Carolina Railroad Company and the Norfolk Southern Railway Company (collectively "Railroad") pursuant to which the CITY leased and restored certain properties, including the historic 1907 former depot in the City of High Point ("Depot"), which after restoration includes the premises as set forth in Exhibit A attached hereto and made a part hereof ("Premises"), said properties collectively referred to as "Facilities"; and

**WHEREAS**, on or about March 26, 1998 the City granted Amtrak an easement over the Premises pursuant to an Easement Agreement by and between the parties hereto; and

**WHEREAS**, AMTRAK now desires a renewal of its easement across the Premises for the purpose of conducting its rail passenger service operations;

**NOW THEREFORE**, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CITY does hereby irrevocably agree that from and after the date of its right to possession and use of the Facilities under the Lease and License it assumed all of the Norfolk Southern Railway Company's obligations and duties under that certain agreement, dated January 2, 1979, as amended, between AMTRAK and the Norfolk Southern Railway Company, successor to the Southern Railway Company, but only insofar as such obligations and duties can be discharged through maintenance and operation of the Facilities during the term of the Lease and License (including any renewal or extension thereof). In addition, the parties specifically agreed that the undertaking entered into hereby shall not have any effect on AMTRAK's rights pursuant to Section 402(a) of the former Rail Passenger Service Act [recodified at 49 U.S.C. § 24308(a)] to use the Facilities in the event such use is not covered by a lease or other agreement between AMTRAK and CITY or Railroad.

2. CITY hereby gives, grants, and conveys to AMTRAK, its successors and assigns, employees, agents, contractors and licensee, a non-exclusive easement over the Premises, which includes the permanent location as described herein. Upon completion of

the Restoration Project in 2003, AMTRAK station facilities were relocated to a permanent location, at CITY's cost, into space in the Depot specifically designed for AMTRAK's use as a rail passenger station ("Station") The permanent location is used for the Amtrak Ticket Office and Baggage Storage Area. CITY also grants to AMTRAK, its agents, employees, passengers and invitees, a non-exclusive easement and unrestricted right to use the common areas ("Common Areas") of the Facilities, defined to mean those areas of the Facilities which may be furnished by CITY or others in or near the Facilities for the non-exclusive general common use of tenants and other occupants of the Facilities and their invitees, to include, without limitation, the concourses, restrooms, passenger waiting and access areas, driving and parking areas on the Facilities outside of the Depot. AMTRAK, its agents, employees, passengers and invitees shall have access to the Common Areas twenty-four (24) hours a day.

3. As the Lease and License were previously executed, this Agreement is currently in effect, but the parties note that the City is in holdover thereunder. The term of this Agreement shall be co-terminous with the term of the Lease and shall commence on the date hereof ("Commencement Date") and shall expire automatically upon the expiration of the Lease ("Expiration Date") or earlier termination of the CITY's right of possession and use of the Premises for any reason. The Expiration Date is expected to be on or about December 31, 2039

Thirty (30) days following execution of a renewal or extension of the Lease, the CITY shall prepare a supplemental agreement evidencing the Commencement Date and the Expiration Date, to be executed by CITY and AMTRAK. AMTRAK may terminate this Agreement upon ninety (90) days written notice to CITY in the event AMTRAK terminates or relocates rail passenger service to High Point, North Carolina.

4. AMTRAK shall pay to CITY during the term of this Agreement for the rights granted in this Agreement one dollar (\$1.00) per year for the use and occupancy of the Premises.

5. AMTRAK shall pay CITY a pro-rata share of electricity, gas, water, sanitation charges, and any other utility expenses of the Facilities, based on square footage, and hours used per month. AMTRAK is to be billed monthly by CITY, and same will be payable by AMTRAK within thirty (30) days of receipt.

6. AMTRAK shall pay CITY a pro-rata share of the maintenance and repair expenses of the Facilities, based on the ratio of the square footage of space occupied exclusively by AMTRAK to the total square footage of the Facilities. AMTRAK is to be billed monthly by CITY, and same will be payable by AMTRAK within thirty (30) days of receipt. CITY shall be responsible for the maintenance and repair of the Facilities.

AMTRAK agrees to allow CITY access to the Premises at any reasonable hour in order for CITY to make necessary repairs. Without in any way limiting the maintenance responsibilities of CITY, CITY shall be responsible for the following maintenance and repair of the Facility: all structural repairs, periodic window washing of all exterior windows; daily

maintenance of all Common Areas and walls; snow removal from all driveways, sidewalks, parking lots and Common Areas; and maintenance and repair of the plumbing, heating, ventilating, air conditioning and electrical systems.

7. The Agreement herein granted shall include the right of AMTRAK, its employees, agents, contractors, licensees, and invitees, at all times to enter upon and use the Premises for the purposes of operating its rail passenger services; together with all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above mentioned purposes, including the right of ingress and egress across adjoining lands of the CITY for the purpose of exercising the rights granted herein.

8. AMTRAK shall defend, indemnify, and hold harmless the CITY and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses including reasonable attorneys' fees arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of AMTRAK or its personnel; and

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

9. (a) AMTRAK understands and agrees that the CITY is and will continue to be self-insured for workers' compensation, employer's liability, general liability, and automobile liability through the consortium of self-insured governmental entities known as the Guilford City/County Insurance Advisory Committee.

(b) CITY will maintain property insurance covering the CITY's buildings, including without limitation the Facilities, against loss or damage by fire and such other hazards as are included in the extended coverage endorsement in an amount not less than 100% of the full value of such property. This insurance shall contain a waiver of subrogation against AMTRAK.

(c) The CITY may request AMTRAK'S approval to modify the insurance requirements of this Section 9 no more than once every five (5) years to include the right by the CITY to (i) self-insure, (ii) modify insurance limits, or (iii) modify deductibles.

(d) AMTRAK, upon review of the legal and insurance environment at the time of the review will determine whether such modification is acceptable and shall notify the CITY of its determination within thirty (30) days of the CITY's request.

(e) Notwithstanding the provisions herein, the CITY and AMTRAK each waive all rights of recovery against the other party, its employees, agents, officers or directors, for any loss or damage of the property of each respective party located on or about the Facilities

or comprising a part thereof, resulting from fire or other causes which are normally covered by fire and extended coverage insurance regardless of whether the loss or damage is due to negligence or otherwise.

10. If at any time AMTRAK shall deem flagmen or watchmen necessary to protect train operations, property, or ensure the safety of employees, invitees or licensees, AMTRAK shall have the right to place such flagmen or watchmen at the sole cost and expense of the CITY. The CITY covenants and agrees to bear the full cost and expense thereof and to reimburse promptly AMTRAK upon demand. The furnishing or failure to furnish flagmen or watchmen to AMTRAK, however, shall not release the CITY from any and all other liabilities assumed by the CITY under the terms of this Agreement.

11. The CITY shall keep, repair and maintain, at the CITY's expense, the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature (other than equipment owned by AMTRAK) affixed to or serving the Premises, in good repair, condition and working order, and, if necessary shall make such alterations, additions and/or modifications of the Premises and all equipment, electrical and mechanical devices and appliances thereon or serving the same so as to comply at all times with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to healthy, safety, fire and public welfare.

12. The CITY constructed in the Premises and Facilities area, for the nonexclusive use of AMTRAK, (i) a waiting room with seating, public rest rooms and signage identifying AMTRAK'S rail passenger service (ii) the platform and (iii) the parking area. The waiting room, platform and parking area and any improvements therein and thereon were constructed in accordance with the requirements of the Americans with Disabilities Act of 1990 (the "ADA"). In the event such improvements are not required to comply with the ADA, the CITY certifies in writing that said improvements comply with minimum requirements of the North Carolina Uniform Building Code ("Code") pertaining to access by disabled persons. As hereinafter used, the term "the standards" shall mean and incorporate those standards approved by the United States Department of Justice for meeting the minimum requirements of the ADA or, if applicable, those standards issued or promulgated by the American National Standards Institute, entitled "American National Standard Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People", ANSI-Af17.1-1980, and the term "accessible" shall mean accessible to disabled individuals in accordance with the ADA. The minimum Code requirements are:

- (a) If public or private parking is provided at least one accessible parking space shall be provided as close as possible to an accessible route to the primary building entrance.
- (b) Walks used as accessible routes to the building shall be at grade or ramped to grade in accordance with the standards.
- (c) An accessible primary entrance to the building shall be at grade or ramped to grade in accordance with the standards.

- (d) An accessible entrance to the building shall comply with the standards.
- (e) At least one accessible route (corridors and doors) to the Premises shall comply with the standards.
- (f) At least one accessible elevator shall be provided for access to the Platform.
- (g) Accessible public restrooms shall be provided, at a minimum, on the ground floor.
- (h) All corridors, doors and spaces in or about the Premises and used by the public or employees, contractors, licensees or invitees of AMTRAK shall be accessible.
- (i) Directional signs complying with the standards shall be provided directing the public to the Premises.
- (j) Where the foregoing standards for accessibility by the disabled conflict with or are superseded by state, federal or local laws, ordinances, rules, or regulations setting forth standards for access by the disabled, the more favorable standards for accessibility by the disabled shall govern.

13. The rights and easements granted in this Agreement and all covenants and agreements herein contained shall be deemed to be covenants running with the land.

14. Any notice from the CITY to AMTRAK relating to the Premises or to the use thereof, shall be deemed duly served, if mailed to AMTRAK by registered or certified mail, return receipt requested, postage prepaid, at 2955 Market Street, Philadelphia, Pennsylvania 19104 or at such other address as AMTRAK may from time to time advise in writing. Any notice from AMTRAK to the CITY relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the CITY by registered or certified mail, return receipt requested, postage prepaid, at the office of the City Manager, City of High Point, P.O. Box 230, High Point, North Carolina 27261, or such other address as the CITY may from time to time advise in writing.

The CITY and AMTRAK have set their hands in execution hereof, as of the day and year first above written.

CITY OF HIGH POINT

By: \_\_\_\_\_  
Tasha Logan Ford  
City Manager

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Louis Wolfowitz  
Vice-President, Real Estate and  
Commercial Development

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Purchase of Five (5) Police Vehicles from Capital Chevrolet

**FROM:**  
Kevin Rogers, Fleet Director

**MEETING DATE:**  
February 27, 2025

**PUBLIC HEARING:**  
No

**ADVERTISED DATE/BY:**  
N/A

### **ATTACHMENTS:**

1. Budget Ordinance Amendment
  2. Bid Recommendation Form
- 

**PURPOSE:** The Police Department has currently had several vehicles removed from service due to total loss and major mechanical failures. Included in this count are vehicles that are being reclassified from sworn to nonsworn positions. Fleet Services is asking that five (5) vehicles be purchased to assist with this gap in service. Utilizing the NC State Contract# 2510A two (2) Chevrolet Tahoes, two (2) Chevrolet Equinoxes and one (1) Chevrolet 2500 Truck are recommended for council approval. Included in this purchase is the associated equipment to place the vehicles in service.

**BACKGROUND:** Fleet Services is recommending to the City Council that five (5) vehicles and associated equipment be purchased for the Police Department to assist in the replacement of vehicles that have been removed from service due to total loss or major mechanical failure. The total cost for the five (5) vehicles and associated equipment is \$262,869. The vehicles will be purchased from Capital Chevrolet. The delivery is estimated to be within six (6) months.

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

**RECOMMENDED ACTION REQUESTED:** City Council is requested to approve the purchase of five (5) vehicles from Capital Chevrolet in the amount of \$262,869, a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE  
OF THE CITY OF HIGH POINT, NORTH CAROLINA  
FOR REPLACEMENT POLICE DEPARTMENT VEHICLES AND EQUIPMENT

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

Section 1. The proposed amendment appropriates \$262,869 in general fund balance for the purchase of five (5) vehicles and equipment for the High Point Police Department. These vehicles are needed due to total loss, mechanical failure, and reclassification of duties.

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

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

|                            |           |
|----------------------------|-----------|
| Fund Balance Appropriation | \$262,869 |
|----------------------------|-----------|

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

|                                   |           |
|-----------------------------------|-----------|
| Transfer to Central Services Fund | \$262,869 |
|-----------------------------------|-----------|

(C) That the following Central Services Fund revenues be amended as follows:

|                            |           |
|----------------------------|-----------|
| Transfer from General Fund | \$262,869 |
|----------------------------|-----------|

(D) That the following Central Services Fund expenditures be amended as follows:

|                                             |           |
|---------------------------------------------|-----------|
| Vehicle and Other Rolling Stock Replacement | \$262,869 |
|---------------------------------------------|-----------|

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 3rd day of March 2025

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Cyril Jefferson, Mayor

ATTEST

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Sandra Keeney, City Clerk

**BID RECOMMENDATION**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **March 3, 2025**

BID NO.: **NC State Contract** CONTRACT NO.: **2510A** DATE OPEN:

DESCRIPTION:

Replacement Police Department Vehicles and Equipment

PURPOSE:

Fleet Services is asking that five (5) vehicles and equipment to be purchased to assist with the lost of several vehicles that were removed from service due to total loss or major mechanical failure. Utilizing the NC State Contract# 2510A, two (2) Chevrolet Tahoe's, two (2) Chevrolet Equinox's and one (1) Chevrolet 2500 Truck is being recommended for council approval. Also in this item we are requesting the associated equipment to place the vehicles in service.

COMMENTS:

The price of \$262,869 is for five(5) vehicles and associated equipment. Estimated delivery is less than six (6) months.

RECOMMEND AWARD TO: **Capital Chevrolet** AMOUNT: **\$262,869**

JUSTIFICATION:

Using the bids allows the City of High Point to take advantage of the volume discount offered through the NC State Contract.

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|----------|----------|-----------------|
| 501271                | 532401  |          |          | \$262,869       |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
| TOTAL BUDGETED AMOUNT |         |          |          | \$262,869       |

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS Date: 2025.02.17 14:55:59 -05'00' DATE: **02/17/2025**

The Purchasing Division concurs with recommendation submitted by the **Fleet Department** and recommends award to the lowest responsible, responsive bidder **Capital Chevrolet** in the amount of **\$262,869.00**.

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2025.02.19 12:29:23 -05'00' DATE: **2/19/2025**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2025.02.19 12:57:59 -05'00' DATE: **2/19/25**

CITY MANAGER: DATE:

(For City Council Approval Only)

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Purchase of five (5) Police Vehicles from Deacon Jones Ford

**FROM:**  
Kevin Rogers, Fleet Director

**MEETING DATE:**  
February 27, 2025

**PUBLIC HEARING:**  
No

**ADVERTISED DATE/BY:**  
N/A

### **ATTACHMENTS:**

1. Budget Ordinance Amendment
  2. Bid Recommendation Form
- 

**PURPOSE:** The Police Department has currently had several vehicles removed from service due to total loss and major mechanical failures. Fleet Services is asking that five (5) vehicles and associated equipment be purchased to assist with this gap in service. Utilizing the NC State Contract# 2510A five (5) 2025 Ford Interceptors are recommended for council approval. Included in this purchase is the associated equipment to place the vehicles in service.

**BACKGROUND:** Fleet Services is recommending to the City Council that five (5) vehicles and associated equipment be purchased for the Police Department to assist in the replacement of vehicles that have been removed from service due to total loss or major mechanical failure. The total cost for the five (5) vehicles and associated equipment is \$240,485. The vehicles will be purchased from Deacon Jones Ford. The delivery is estimated to be within six (6) months.

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

**RECOMMENDED ACTION REQUESTED:** City Council is requested to approve the purchase of five (5) police vehicles from Deacon Jones Ford in the amount of \$240,485, a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

OF THE CITY OF HIGH POINT, NORTH CAROLINA  
FOR REPLACEMENT POLICE DEPARTMENT VEHICLES AND EQUIPMENT

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

Section 1. The proposed amendment appropriates \$240,485 in general fund balance for the purchase of five (5) vehicles and equipment for the High Point Police Department. These vehicles are needed due to total loss, mechanical failure, and reclassification of duties.

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

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

|                            |           |
|----------------------------|-----------|
| Fund Balance Appropriation | \$240,485 |
|----------------------------|-----------|

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

|                                   |           |
|-----------------------------------|-----------|
| Transfer to Central Services Fund | \$240,485 |
|-----------------------------------|-----------|

(C) That the following Central Services Fund revenues be amended as follows:

|                            |           |
|----------------------------|-----------|
| Transfer from General Fund | \$240,485 |
|----------------------------|-----------|

(D) That the following Central Services Fund expenditures be amended as follows:

|                                             |           |
|---------------------------------------------|-----------|
| Vehicle and Other Rolling Stock Replacement | \$240,485 |
|---------------------------------------------|-----------|

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 3rd day of March 2025

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

ATTEST

\_\_\_\_\_  
Sandra Keeney, City Clerk

**BID RECOMMENDATION**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **March 3, 2025**

BID NO.: **NC State Contract** CONTRACT NO.: **2510A** DATE OPEN:

DESCRIPTION:

**Replacement Police Department Vehicles and Equipment**

PURPOSE:

Fleet Services is asking that five (5) vehicles and equipment to be purchased to assist with the lost of several vehicles that were removed from service due to total loss or major mechanical failure. Utilizing the NC State Contract# 2510A five (5) 2025 Ford Interceptors are being recommended for council approval. Also in this item we are requesting the associated equipment to place the vehicles in service.

COMMENTS:

The price of \$240,485 is for five (5) vehicles and associated equipment. Estimated delivery is less than six (6) months.

RECOMMEND AWARD TO: **Deacon Jones Ford** AMOUNT: **\$240,485**

JUSTIFICATION:

Using the bids allows the City of High Point to take advantage of the volume discount offered through the NC State Contract.

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|----------|----------|-----------------|
| 501271                | 532401  |          |          | \$240,485       |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
| TOTAL BUDGETED AMOUNT |         |          |          | \$240,485       |

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS Date: 2025.02.17 14:55:59 -05'00' DATE: **02/17/2025**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **Deacon Jones Ford** in the amount of **\$240,485.00**.

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2025.02.19 12:14:19 -05'00' DATE: **2/19/2025**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2025.02.19 12:57:21 -05'00' DATE:

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

# CITY OF HIGH POINT

## AGENDA ITEM



### TITLE:

Consideration of a Contract with Four (4) Vendors for Water and Wastewater Chemicals

### FROM:

Robby Stone, Public Services Director

### MEETING DATE:

3/3/2025

### PUBLIC HEARING:

No

### ADVERTISED DATE/BY:

December 30, 2024

### ATTACHMENTS:

1. Certified Bid Tabulation
2. Bid Recommendation Form

**PURPOSE:** To contract with four (4) vendors for the purchase of water and wastewater treatment chemicals.

**BACKGROUND:** The City of High Point participated in an eBridge sponsored Reverse Bid Auction. The chemicals that were put out for bid were Aluminum Sulfate, Sodium Hydroxide, Corrosion Inhibitor, and Sodium Hypochlorite. Attached is a copy of the certified bid tabulation. The following vendors were the low bidders:

| <u>Chemical</u>     | <u>Bidder</u>              | <u>Amount</u>  | <u>Total Bid Price</u> |
|---------------------|----------------------------|----------------|------------------------|
| Aluminum Sulfate    | Chemtrade Chemicals US LLC | \$453.60 /Ton  | \$777,924.00           |
| Sodium Hydroxide    | Univar Solutions USA LLC   | \$665 /Ton     | \$236,075.00           |
| Corrosion Inhibitor | Coyne Chemical             | \$1,500 /Ton   | \$375,000.00           |
| Sodium Hypochlorite | JCI Jones Chemicals        | \$2.10 /Gallon | \$ 47,250.00           |

The Public Services Department recommends approval to execute contracts with the four (4) vendors listed above for the chemicals and amounts identified on the attached certified bid form. The contracts for each chemical will be awarded for a one-year period with the option to renew for four (4) additional one (1) year periods if terms and pricing are agreeable to both parties.

**BUDGET IMPACT:** Funds are available in the 2024-2025 Budget.

**RECOMMENDATION/ACTION REQUESTED:** City Council is requested to consider contracts with four (4) vendors for a total amount of \$1,436,249 for water and wastewater treatment chemicals and authorize the appropriate City Official(s) to execute all necessary documents.

**Bid Tabulation**  
**Bid 09-012125**  
**Water and Wastewater Chemicals**  
**City of High Point**

| <b>Liquid Sodium Hypochlorite</b>    | <b>Qty</b> | <b>Unit Price</b> | <b>Total Bid Price</b> |
|--------------------------------------|------------|-------------------|------------------------|
| JCI Jones Chemicals                  | 22500      | \$ 2.10           | \$ 47,250.00           |
| Univar Solutions USA LLC             | 22500      | \$ 3.00           | \$ 67,500.00           |
|                                      |            |                   |                        |
| <b>Corrosion Inhibitor</b>           |            |                   |                        |
| Coyne Chemical dba Sterling Water Te | 250        | \$ 1,500.00       | \$ 375,000.00          |
|                                      |            |                   |                        |
| <b>Liquid Sodium Hydroxide</b>       |            |                   |                        |
| Univar Solutions USA LLC             | 355        | \$ 665.00         | \$ 236,075.00          |
| JCI Jones Chemicals                  | 355        | \$ 770.00         | \$ 273,350.00          |
|                                      |            |                   |                        |
| <b>Liquid Aluminum Sulfate</b>       |            |                   |                        |
| Chemtrade Chemicals US LLC           | 1715       | \$ 453.60         | \$ 777,924.00          |
| C and S Chemicals                    | 1715       | \$ 454.00         | \$ 778,610.00          |
| Univar Solutions USA LLC             | 1715       | \$ 510.00         | \$ 874,650.00          |
| USALCO                               | 1715       | \$ 587.50         | \$ 1,007,562.50        |

**BID RECOMMENDATION**

DEPARTMENT: **Public Services Department**

COUNCIL AGENDA DATE: **March 3, 2025**

BID NO.: **BID # 09-012125** CONTRACT NO.:  DATE OPEN: **January 21, 2025**

DESCRIPTION:

To contract with four (4) vendors for the purchase of water and wastewater treatment chemicals.

PURPOSE:

The City of High Point participated in an eBridge sponsored Reverse Bid Auction. The chemicals that were put out for bid were Aluminum Sulfate, Sodium Hydroxide, Corrosion Inhibitor, and Sodium Hypochlorite. Attached is a copy of the certified bid tabulation.

COMMENTS:

RECOMMEND AWARD TO: **See the attached bid tabulation** AMOUNT: **\$1,436,249**

JUSTIFICATION:

The following vendors were the low bidders:  
Aluminum Sulfate Chemtrade Chemicals US LLC \$453.60 /Ton \$777,924.00  
Sodium Hydroxide Univar Solutions USA LLC \$665 /Ton \$236,075.00  
Corrosion Inhibitor Coyne Chemical \$1,500 /Ton \$375,000.00  
Sodium Hypochlorite JCI Jones Chemicals \$2.10 /Gallon \$ 47,250.00

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|----------|----------|-----------------|
| 621752                | 526103  |          |          | 160,000         |
| 621753                | 526103  |          |          | 92,150          |
| 621758                | 526103  |          |          | 1,500,000       |
| TOTAL BUDGETED AMOUNT |         |          |          | \$1,436,249     |

DEPARTMENT HEAD: **Robby Stone** Digitally signed by Robby Stone Date: 2025.02.19 10:39:47 -05'00' DATE: **2-19-2025**

The Purchasing Division concurs with recommendation submitted by the **Public Services** and recommends award to the lowest responsible, responsive bidder **Multiple Vendors** in the amount of **\$1,436,249.00**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2025.02.19 11:07:28 -05'00' DATE: **2/19/2025**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2025.02.19 12:56:43 -05'00' DATE: **2/19/25**

Approved for Submission to Council

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

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Sole Source Purchase from Charles R. Underwood, Inc.

**FROM:**  
Robby Stone, Public Services Director

**MEETING DATE:**  
February 27, 2025

**PUBLIC HEARING:**  
No

**ADVERTISED DATE/BY:**  
N/A

### **ATTACHMENTS:**

1. Quote
  2. Sole Source Letter
- 

**PURPOSE:** To make a pressing need sole source purchase of a fine bar screen and compactor for the Westside Wastewater Treatment Plant (WWTP) from Charles R. Underwood Inc.

**BACKGROUND:** The fine bar screen #1 and compactor #1 at Westside WWTP have failed. While assessing the screen and compactor, it was discovered that fine bar screen #2 and compactor #2 are also in poor condition and have the potential to fail. Due to the potential impacts to the wastewater treatment process, the treatment plant cannot have both sets of fine bar screens and compactors down at the same time. The Public Services Department is requesting that the attached quote for the replacement of fine bar screen #1 and compactor #1 be approved as a pressing need. The total cost with shipping is \$89,685. Charles R. Underwood Inc. is the authorized service representative for MN Equipment. The Public Services Department intends to budget for the replacement of fine bar screen and compactor #2 in the FY 25-26 operating budget.

**BUDGET IMPACT:** Funds for this project are available in the FY 2024-2025 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a sole source purchase from Charles R. Underwood, Inc. in the amount of \$89,685 for a fine bar screen and compactor for the Westside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

February 6, 2025

Mr. Derrick Boone  
Public Services Director, Assistant  
City of High Point NC

RE: Hight Point WWTP screening equipment

Mr. Boone,

We are pleased to provide a quotation for Charles R. Underwood, Inc. to furnish new MN equipment for the WWTP in High Point NC. We propose the following.

| Quantity | Description                                                                                                                                                                                                                           | Price / Each | Extended    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|
| 1        | <ul style="list-style-type: none"><li>NEW 2400-700-6 MN STEP Screen</li></ul>                                                                                                                                                         | \$53,530.00  | \$53,530.00 |
| 1        | <ul style="list-style-type: none"><li>Wash Press TP 200-700 to replace the SP series</li><li>This will need slight modifications to the hopper, but otherwise be functionally similar with the added potential for washing.</li></ul> | \$30,155.00  | \$30,155.00 |
| 1        | <ul style="list-style-type: none"><li>Overseas Freight</li></ul>                                                                                                                                                                      | \$6000.00    | \$6000.00   |

Notes:

- As of March 1, 2016 North Carolina Law now requires tax on materials and labor
- All pricing does not include tax or freight
- Does not include any additional parts or labor not specifically listed above
- Does not include any installation
- CRU Inc. is entitled to a responsible extension of the "Lead Time" incurred as a result of any unforeseen circumstance
- Price is good for 30 days from the date above
- Leadtime 18-22 weeks

As always, we appreciate the opportunity to work with you on this project. If we can be of further service, or if you have any questions please contact me.

February 6, 2025

Best regards,

Adam Welch  
Charles R. Underwood Inc.

CONFIDENTIALITY NOTICE: Any and all information provided by Charles R. Underwood, Inc. written or expressed is intended for the sole use of the intended addresses and may contain information that is privileged, confidential, proprietary or otherwise protected by law. Any unauthorized review, dissemination or copying is prohibited. This includes but not limited to; technical information, information relating to research and development, discoveries, improvements, processes, drawings, blueprints, and specifications.

**Terms & Conditions**

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Disclosure:

This quotation is based upon all information available to us at the time of preparation of such quotation. Changes or additions not known to Charles R. Underwood Inc. may cause this quote to be subject to re-quote or may result in a change order if quote has already been accepted. Quote is good for 30 days.

Acceptance:

A purchase order number must be issued or a copy of this quotation must be signed and returned to our office for us to begin work on this project.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ P.O. #: \_\_\_\_\_



## **CERTIFICATION OF SALES AND SERVICE**

### **Charles R. Underwood, Inc.**

This certificate is to certify Charles R. Underwood, Inc. as having completed factory certification for its personnel in servicing equipment from MN Water Treatment Products.

Charles R Underwood Inc. has also become the sole distributor within the United States for parts for all equipment from MN Water Treatment Products. Charles R Underwood, Inc. maintains a sizable stock of parts used on equipment throughout the country.

MN Water Treatment Products personnel will be happy to discuss any and all questions regarding any of your equipment needs at the below address. Please note that service and parts inquiries shall be directed to Charles R Underwood, Inc.

MN Water Treatment Products  
P.O. Box 965  
Boulder, CO 80306  
Tel: (720) 708-6929  
Fax: (720) 708-6924  
Email: [info@mnwatertreatment.com](mailto:info@mnwatertreatment.com)

Charles R Underwood, Inc.  
2000 Boone Trail Rd  
Sanford, NC 27330  
Tel: (919) 775-2463  
Fax: (919) 708-7232  
Email: [awelch@crupumps.com](mailto:awelch@crupumps.com)

**United States Sales & Service**  
PO Box 10502  
Raleigh, NC  
27605

Tel: (919) 322-4870  
Fax: (919) 322-4871

**E-mail**  
[sales@mnwatertreatment.com](mailto:sales@mnwatertreatment.com)

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

# CITY OF HIGH POINT

## AGENDA ITEM



### TITLE:

Consideration of a Sole Source Purchase from Badger Meter, Inc.

### FROM:

Jeremy Coble, Customer Service Director

### MEETING DATE:

3/3/2025

### PUBLIC HEARING:

No

### ADVERTISED DATE/BY:

N/A

### ATTACHMENTS:

1. Badger Water Meters Quote
  2. Sole Source Justification Form
- 

**PURPOSE:** The purpose is to support the maintenance and improvement of the city's water infrastructure and replace older or malfunctioning units, ensuring accurate measurement of water consumption for billing purposes. The meters incorporate advanced technology, enhancing data collection and monitoring capabilities, contributing to more efficient water management and conservation efforts within the city. This investment is essential to maintaining reliable water services for residents and to uphold the city's commitment to responsible water resource management.

**BACKGROUND:** The City is updating its water meters to align with modern water management standards and to prepare for the deployment of an Advanced Metering Infrastructure (AMI) system. The current meters are outdated, lack accuracy, and do not meet industry needs for efficient water use monitoring. The upgrade ensures compliance with regulations, enhances efficiency, supports conservation, and empowers customers with real-time data. The meters offer precise measurements and integrate with the city's current meter reading software (Itron) and future AMI communication technology, improving water consumption tracking and resource management, while contributing to more accurate billing and enhanced customer service.

**BUDGET IMPACT:** Funds are available in the 2024-2025 Budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a sole source purchase from Badger Meter, Inc. in the amount of \$179,907.40 for water meters and authorize the appropriate City Official(s) to execute all necessary documents.

Badger Meter Inc.  
4545 W Brown Deer Road Milwaukee WI 53223  
PO Box 245036 Milwaukee WI 53224-9536

To  
**Customer ID 00321276**  
CITY OF HIGH POINT  
211 S. HAMILTON ST  
P O BOX 230  
HIGH POINT  
North Carolina , 27260

James Jenkins

**Pricing Effective Dates:** 02-13-2025 - 08-14-2025

| Salesperson       | Proposal Subject                            | Shipping Terms / INCO Terms     | Payment Terms |
|-------------------|---------------------------------------------|---------------------------------|---------------|
| 007689 ALEX GREER | M25 3/4" BB w/ HR-E ILC & 8" x 20" E-Series | PREPAY/NO CHARGE<br>FCA FACTORY | NET 30 DAYS   |

| Line # | Description                                                                                                                                                                                                                                                                                                                             | Qty  | Unit Net Price USD | Line Totals USD |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|-----------------|
| 1      | <b>BMI Part No.: 113-9233</b><br>Customer Part: Nuts, Bolts and Gaskets included in pricing<br><b>Cat String:</b> EB-EJB-PTAP-E5-CC-19HD-E8Y2-XXCJ-XX-B0A<br><b>Description:</b><br>E-Series B-Alloy, 8"x20" RND, TP NONE-SS HW- Std Gskt, Prsr, Enc,<br>4CXN2 Itron, 9D-0.1 FT3, SN Yr 9D & PBB, ILC-25ft, BMI STD,                    | 1    | 5,727.35           | 5,727.35        |
| 2      | <b>BMI Part No.: 101-0378</b><br><b>Cat String:</b> DS-BAB-PB1P-XXD3-Y2-M1CC-2B1X1-6JD-NY-XX-CF-XX-B0A<br><b>Description:</b><br>Disc Series, M25 5/8"(3/4x7-1/2), Brz Btm 430SS-1, PL, SN Yr 9D & PBB,<br>HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, STD, 6D-1<br>FT3, SN YR 9D in & out, ILC-5ft, BMI STD (ID=B0A), | 1319 | 123.43             | 162,804.17      |

|                          |            |
|--------------------------|------------|
| <b>Subtotal - USD</b>    | 168,531.52 |
| <b>Tax</b>               | 11,375.88  |
| <b>Total Price - USD</b> | 179,907.40 |

#### Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

#### Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.  
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.  
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

**Thank you for your business!**

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.  
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.  
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

**SOLE SOURCE JUSTIFICATION FORM**

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

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

Requisition #

Vendor:

Item(s):

**Justification:**

In accordance with the standardization statute NCGS 143-129(e)(6), the City seeks to streamline its water infrastructure by adopting a uniform water metering system. Standardization with Badger water meters is crucial for our Advanced Metering Infrastructure (AMI) initiative, as it ensures seamless integration and optimal performance of our automated metering technology. Badger water meters are known for their reliability, accuracy, and compatibility with our existing systems, which will facilitate consistent data collection, reduce maintenance costs, and enhance operational efficiency. Consistent data collection is essential for accurate billing, leak detection, and water conservation efforts, all of which are critical components of our AMI initiative. Furthermore, the durability and advanced technology of Badger meters ensure long-term cost savings and improved service delivery to our residents.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel  Digitally signed by Jeremy Coble  
Date: 2025.02.19 13:24:21 -05'00'

Department/Division  Date

**APPROVAL PROCESS**

Purchasing Manager  Digitally signed by Candy E. Harmon  
Date: 2025.02.19 13:34:54 -05'00'

Financial Services Director  Digitally signed by Bobby Fitzjohn  
Date: 2025.02.19 13:41:27 -05'00'

City Council (\$30,000 – Up)

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



# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Community Change Grant Sub-recipient Agreement with the Southwest Renewal Foundation of High Point, Inc.

**FROM:**

Damon Dequenne, Assistant City Manager

**MEETING DATE:**

February 27, 2025

**PUBLIC HEARING:**

No

**ADVERTISED DATE/BY:**

N/A

**ATTACHMENTS:**

1. Sub-Award Cover Page
2. Sub-Recipient Agreement

---

**PURPOSE:** To establish an agreement with the Southwest Renewal Foundation of High Point, Inc. (SWRF) setting requirements and reimbursement standards for the city to perform under the scope of services in the SWRF's Community Change Grant (CCG) awarded by the U.S. Environmental Protection Agency (EPA).

**BACKGROUND:** In December 2024, SWRF was awarded a CCG in the amount of \$18.5 million. Approximately \$5,065,600.00 of this award is programmed for the city to evaluate, repair, replace or rehabilitate sewer infrastructure in the southwest portion of our city as well as to purchase and install cameras to combat illegal dumping in the same area. The funding also covers city administrative and implementation costs.

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

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a sub-recipient agreement with SWRF and authorize the appropriate City Official(s) to execute all necessary documents.

# Subaward Agreement: Cover Page

Subrecipient:

Subaward #

UEI #

Federal Awarding Agency:

Federal Recipient:

FAIN #

Assistance Listing #

Assistance Listing Program Title:

Federal Award Date:

Indirect Cost Rate of Federal Award:

Budget Period:

Subaward Period of Performance:

Total Amount of Federal Funds Obligated to Subrecipient:

Subrecipient is to be paid by:

Cash Advance

Reimbursement

Authorized Representative of Subrecipient:

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

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Program Reports are to be submitted:

Quarterly

Semi Annual

Financial Reports are due monthly: \_\_\_\_\_ day of each month

Is this subaward for research and development?

Yes

No

Pass Through Entity Remarks:

Documents Enclosed:

**PROFESSIONAL SERVICES OFFERED TO  
SOUTHWEST RENEWAL FOUNDATION OF HIGH POINT, INC.  
FOR TECHNICAL ASSISTANCE**

**THIS AGREEMENT**, entered into this [date] day of February, 2025 by and between the City of High Point, a North Carolina municipal corporation, hereinafter called the “**Sub-recipient**,” and the Southwest Renewal Foundation of High Point, Inc., a North Carolina nonprofit corporation, hereinafter called the “**Recipient**.”

**WITNESSETH THAT:**

**WHEREAS**, the Recipient desires to implement U.S. Department of Environmental Protection Agency (EPA) Award Number 5F - 03D26324, a Community Change Grant project funded by federal appropriation and administered by EPA (the “Grey to Green” Project); and

**WHEREAS**, the Recipient is and will act with authority as the Fiscal Agent for the Grey to Green Project identified above, and

**WHEREAS**, the Recipient desires to engage the Sub-recipient to render certain sanitary sewer system evaluation and repair and rehabilitation services as specified in scope of services in connection with the Grey to Green Project.

**NOW THEREFORE**, the parties do mutually agree as follows:

**PART I – INTRODUCTION**

1. **Scope of Services**. Part II, Scope of Services, is hereby incorporated by reference in this Agreement.
2. **Time of Performance**. The services of the Sub-recipient shall commence upon the date signed above. All of the services required and performed hereunder shall be completed no later than December 31, 2027.
3. **Access to Information**. It is agreed that all information, data, reports, and records and/or other information as is existing, available, and necessary for the carrying out of the work outlined above shall be furnished to the Sub-recipient by the Recipient and its agents. No charge will be made to the Sub-recipient for such information and the Recipient and its agents will cooperate with the Sub-recipient in every way possible to facilitate the performance of the work described in the Agreement.
4. **Compensation and Method of Payment**. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$5,065,600.00**. Payment to the Sub-recipient shall be based on the satisfactory completion of identified milestones in Part III, Payment Schedule of this Agreement and abiding by the General Terms and Conditions of the U.S. Department of Environmental Protection Agency (EPA) last updated October 1, 2024 and Award Number 5F - 03D26324, which is hereby incorporated by reference into this Agreement. Should the Project be

completed in its entirety prior to the period allowed for its completion, all of the Sub-recipient's responsibilities and services required under this Agreement be fully completed, and all obligations to the awarding agency are met, reimbursement to the Sub-recipient in the amount not to exceed **\$5,065,600.00** shall be completed at that time. Interim payment to the Sub-recipient shall be upon percentage completion of the Scope of Services and with submission of appropriate documentation supporting expenses on a monthly basis.

5. **Compliance.** The Sub-recipient shall comply with the requirements of all applicable laws, rules, and regulations.

6. **Miscellaneous Provisions**

- a. This agreement shall be construed under and in accord with the laws of the State of North Carolina, and all obligations of the parties created hereunder are performable in Guilford County, North Carolina.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assignees where permitted by this Agreement.
  - c. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms shall remain in full force and effect.
  - d. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Sub-recipient makes no other waiver of governmental immunity.
  - e. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Terms and Conditions** – This Agreement is subject to the provisions titled, “Part IV, Terms and Conditions” and attached hereto and incorporated by reference herein.

## **PART II – SCOPE OF SERVICES**

The Sub-recipient shall provide the following Scope of Services:

1. **City of High Point Wastewater Management Assessment and Sewer Reconstruction.**
  - A. The Sub-recipient shall conduct wastewater management assessments: Asset Inventory Assessment and Flow Monitoring Study, and upgrade aging sewer lines.
2. **Monitor Illegal Dumping.**
  - A. The Sub-recipient shall purchase and install five (5) cameras to monitor illegal dumping sites to be placed with community input and managed by the Sub-recipient.

## **PART III – PAYMENT SCHEDULE**

The Recipient shall reimburse the Sub-recipient for Wastewater Management Assessment and Sewer Reconstruction and Illegal Dumping Monitoring services provided for the completion of the Scope of Services in the amount not to exceed **\$5,065,600.00** based upon milestones and deliverables towards the Scope of Services. The payments to the Sub-recipient will be made from funds provided by the Recipient.

**Billing and Invoicing:**

Services by the Sub-recipient will be billed monthly on or around the 15th of the month and payment will be sent to:

City of High Point  
Attn: XXXXX  
PO Box 230  
High Point, NC 27261

A description of the milestones, deliverables, and hours will be included with each invoice. Additional documentation from the Sub-recipient may be requested to verify progress on grant activities.

**PART IV – TERMS AND CONDITIONS**

1. **Termination of Contract.** If through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this Contract, the Recipient shall thereupon have the right to terminate this Agreement, by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contract is terminated by the Recipient as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

If the Agreement is terminated by the Recipient as provided herein, all finished or unfinished documents, information, or reports prepared by the Sub-recipient under this Agreement shall, at the option of the Recipient, become the Recipient's property and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. However, in all cases, the Sub-recipient shall maintain copies of all documents, information, and reports prepared by the Sub-recipient under this Agreement in compliance with the public records law of the State of North Carolina.

Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the Agreement by the Sub-recipient, and the Recipient may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Recipient from the Sub-recipient is determined.

2. **Termination for Convenience of the Recipient.** The Recipient may terminate this Agreement at any time by giving at least sixty (60) days' notice in writing to the Sub-recipient. If the Agreement is terminated by the Recipient as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Sub-recipient, Paragraph 1 of this Part IV shall apply.

3. **Changes.** The Recipient may, from time to time, request changes in the Scope of Services of the Sub-recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-recipient's compensation, which are mutually agreed upon by and between the Recipient and the Sub-recipient, shall be incorporated in written amendments to this Agreement.
4. **Personnel**
  - a. The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Recipient.
  - b. All of the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Recipient. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
5. **Assignment of Contract.** The Sub-recipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Recipient thereto: Provided, however, that claims for money by the Sub-recipient from the Recipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Recipient.
6. **Reports and Information.** The Sub-recipient, at such times and in such forms as the Recipient may require, shall furnish the Recipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
7. **Public Record; Disclosure.** This Agreement and all reports, information, data, etc., prepared or assembled by the Sub-recipient under this Agreement are subject to disclosure under the public records law of the State of North Carolina and applicable Federal laws and regulations including, but not limited to, 2 C.F.R. 200.337.
8. **Compliance with Local Laws.** The Sub-recipient shall comply with applicable laws, ordinances, and codes of the State of North Carolina and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Agreement, the Sub-recipient agrees to comply with applicable equal employment laws.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the ground of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits

of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
12. **Environment and Climate Justice Block Grant Program.** The work to be performed under this Agreement is on a project assisted under a program providing Federal funding via the U.S. Department of Environmental Protection Agency (EPA); Award Number 5F - 03D26324 supports the project and effort described herein, which is incorporated into this Agreement by reference. Where terms of this Agreement differ, the terms of the Award and General Terms and Conditions for EPA shall prevail.
13. **Government Performance and Results Act of 1995 (GPRA) Reporting Requirements – Performance Measures.** The Sub-recipient agrees to report to the Recipient on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the U.S. Department of Environmental Protection Agency (EPA); Award Number 5F - 03D26324 in compliance with the Government Performance and Results Act of 1993, if applicable. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to the Recipient will be provided in a separate GPRA information collection document. US EPA will advise the Recipient in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Debarment, Suspension, Ineligibility and Voluntary Exclusions.** The Recipient shall comply with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. 180. These provisions apply to each contract at any tier for a federally required audit (irrespective of the contract amount) and to each contract at any tier that must be approved by a U.S. or State of North Carolina Department official irrespective of the contract amount. As such, the Recipient shall verify that its principals, affiliates and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal or State department or agency to be:
  - Debarred from participation in any federally or state assisted award;
  - Suspended from participation in any federally or state assisted award;
  - Proposed for debarment from participation in any federally or state assisted award;
  - Declared ineligible to participate in any federally or state assisted award;
  - Voluntarily exclude from participation in any federally or state assisted award;
  - Disqualified from participant in any federally or state assisted award.
15. **Interest of Members of the Sub-recipient.** No member of the governing body of the Sub-recipient and no other officer, employee, or agent of the Sub-recipient who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial

interest, direct or indirect, in this Agreement; and the Recipient shall take appropriate steps to assure compliance.

16. **Interest of Other Local Public Officials.** No member of the of the governing body of the Sub-recipient and no other public official of the Sub-recipient, who exercises any functions or responsibilities in connection with the planning, and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Recipient shall take appropriate steps to assure compliance.
17. **Interest of Firm and Employees.** The Sub-recipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Grey to Green Project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Sub-recipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**[Signature page to follow]**

**IN WITNESSETH HEREOF**, the parties have hereunto executed this Agreement as of the date first above written.

**SUB-RECIPIENT:**

**CITY OF HIGH POINT**

By: \_\_\_\_\_  
Name: Tasha Logan Ford  
Title: City Manager

**PREAUDIT CERTIFICATE**

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

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

**RECIPIENT:**

**SOUTHWEST RENEWAL FOUNDATION OF HIGH POINT, INC.**

By: \_\_\_\_\_  
Name: Dorothy Darr  
Title: Executive Director

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of Exchange of City Owned Property Easements

**FROM:**  
City Attorney's Office

**MEETING DATE:**  
February 27, 2025

**PUBLIC HEARING:**  
No

**ADVERTISED DATE/BY:**  
February 22, 2025

**ATTACHMENTS:**

1. Resolution
  2. Amendment of Easement Deed
- 

**PURPOSE:** For Council to authorize the exchange of property in accordance with North Carolina General Statute ("N.C.G.S.") § 160A-271.

**BACKGROUND:** The City of High Point ("City") owns 120 West Commerce Avenue, consisting of approximately 1.97 acres and identified as Guilford County PIN 7800241468 ("Property"). The City's public parking garage known as the Plaza Deck is located on the Property. Natuzzi Americas, Inc. ("Natuzzi") owns 151 West High Avenue and recently discovered that a portion of the uppermost floor of the building overhangs the City's Property. Natuzzi also owns an air space easement over a 99 square foot section of the Property, pursuant to easement deed recorded in Book 3810, Page 1202 in the Guilford County Registry.

In order to resolve the existing overhang, Natuzzi desires to amend the easement deed to return its rights under the original easement to the City, in exchange for a new air space easement from the City over another 99 square foot section of the Property.

**BUDGET IMPACT:** N/A

**RECOMMENDED ACTION REQUESTED:** City Council is requested to adopt the resolution approving the exchange of property and amendment of easement deed pursuant to N.C.G.S. §160A-271 and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL  
AUTHORIZING EXCHANGE OF REAL PROPERTY**

**WHEREAS**, the City of High Point (“City”) owns certain property more particularly described as 120 West Commerce Avenue consisting of approximately 1.97 acres and identified as Guilford County PIN 7800241468 (“Property”);

**WHEREAS**, Natuzzi Americas, Inc. (“Natuzzi”) is the owner of an air space easement over a portion of the Property consisting of approximately 99 square feet (“Old Easement”);

**WHEREAS**, Natuzzi has requested to amend the Old Easement to return its rights thereunder to the City in exchange for a new air space easement over a different portion of the Property also consisting of approximately 99 square feet (“New Easement”);

**WHEREAS**, the City has no use for the air rights over the 99 square foot section of the Property that would be subject to the New Easement;

**WHEREAS**, North Carolina General Statute § 160A-271 authorizes the City to exchange real property by private negotiation for full and fair consideration;

**WHEREAS**, the two 99 square foot sections of the Property, being of approximately the same size, on the same parcel, similarly situated on that parcel, and on the portion of that parcel that does not accommodate the City’s parking deck, are approximately equal in value; and

**WHEREAS**, Natuzzi will also pay the City the sum of \$10.00 as part of the exchange.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City that:

**Section 1.** The City Council authorizes exchange of the property described above through private negotiation authorized by North Carolina General Statute § 160A-271.

**Section 2.** The City Clerk or her designee has caused a notice of the proposed exchange to be published. The notice described the property and its value and other consideration and stated the City Council’s intent to authorize the exchange at its next regular meeting.

**Section 3.** The appropriate City officials are authorized to execute the instruments necessary to exchange air rights to the Property with Natuzzi as described above.

**Section 4.** This resolution is effective upon adoption.

*Separate signature page to follow.*

Adopted by City Council this 3rd day of March, 2025.

**CITY OF HIGH POINT**

By: \_\_\_\_\_  
Cyril Jefferson, Mayor

Attest: \_\_\_\_\_  
Sandra Keeney, City Clerk

## AMENDMENT OF EASEMENT DEED

This instrument should be indexed as a "subsequent instrument," pursuant to N.C.G.S. § 161-14.1, and is intended to amend the following previously registered instrument: Easement Deed recorded in Book 3810, Page 1202

Prepared by / return to: Paul A. Arena, Moore & Van Allen PLLC, 100 N. Tryon St., Suite 4700, Charlotte, NC 28202

THIS AMENDMENT OF EASEMENT DEED (the "**Amendment**"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between NATUZZI AMERICAS, INC., a North Carolina corporation ("**Natuzzi**") and the CITY OF HIGH POINT, a North Carolina municipal corporation (the "**City**").

### WITNESSETH:

WHEREAS, by easement deed recorded in Book 3810, Page 1202 in the Guilford County Registry (the "**Easement Deed**"), the City conveyed to Showplace on the Park, Inc. various easements;

WHEREAS, Natuzzi now is the owner of the land formerly owned by Showplace on the Park, Inc., and is therefore now the "Grantee" pursuant to the Easement Deed;

WHEREAS, the Showplace Building (as defined in the Easement Deed) has been renovated and altered, and as a consequence certain encroachments for which easements were granted in the Easement Deed have been eliminated, and a new encroachment exists;

WHEREAS, the parties desire that the easement for the encroachments that no longer exist be released, and that a new easement be granted for the new encroachment, upon the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the premises, Natuzzi and the City agree as follows:

1. Release of Existing Easement.

(a) Natuzzi in consideration of the sum of Ten Dollars (\$10.00) and a new right-of-way over other lands of the City, the receipt and sufficiency of which consideration are hereby acknowledged, does hereby remise, release and forever quitclaim unto the City, its successors and assigns, all rights and easements granted to it in the following location:

Beginning at a point on the common line of Natuzzi and the City, said beginning point being located North 07 deg. 48 min. 58 sec. West 181.53 feet from an existing tack in a landscape timber on the North side of West Commerce Avenue at its intersection with the East side of South Elm Street; thence from said point of BEGINNING along

the common line of Natuzzi and the City North 07 deg. 48 min. 58 sec. West 39.37 feet to a point; thence South 15 deg. 28 min. 54 sec. East 37.5 feet to a point; thence South 58 deg. 21 min. 57 sec. West 5.47 feet to the point of BEGINNING, containing 0.0023 acre (99 square feet), and being all of that “egress and regress and cornice air space easement” shown on a survey prepared by Davis-Martin-Powell & Associates, Inc., dated March 22, 1990, last revised May 8, 1990, Job No. S-29866, entitled “Encroachment and Easement Map, Property of Showplace on the Park, Inc.”

(b) The City, its successors, and its assigns, may and shall own, possess, and enjoy the above-described land free and discharged from all right, claim, or easement of Natuzzi or anyone claiming by, through, or under it.

2. Grant of New Easement.

(a) The City does give, grant, convey, and confirm unto Natuzzi, its successors, and its assigns, a perpetual right and easement to maintain in place a building overhang encroachment existing on the date of this Amendment, over and upon the following portion of the City’s land (the “**Overhang Easement**”):

Lying and being situated in High Point, Guilford County, North Carolina, and being more particularly described as follows:

COMMENCING at a new nail having coordinates of North: 804,207.75’ and East: 1,702,040.86’ being on the southwestern corner of City of High Point as described in Deed Book 3603, Page 79 and being the southeastern corner of Natuzzi Americas, Inc. as described in Deed Book 4475, Page 2011 and being on the northern right of way of West Commerce Avenue and running with the common line of City of High Point with Natuzzi Americas North 07°51’17" West 110.62' to the point of BEGINNING; thence continuing with the aforementioned common line North 07°51’17" West a distance of 78.54' to a point; thence turning within the aforementioned City of High Point Property the following two (2) courses and distances: 1) North 81°32’55" East a distance of 0.96' to a point; and 2) with a curve turning to the right with an arc length of 78.60', and a radius of 661.51' (chord of South 07°09’05" East 78.55') to the POINT OF BEGINNING, having an area of 99 square feet of land as shown on a survey prepared by Cornerstone Professional Land Surveying, PLLC dated December 4, 2024 (Job Number 2024-372).

(b) Natuzzi covenants and agrees to indemnity and save harmless the City from all damage or liability growing out of or in any way connected with the construction or use of the Overhang Easement by Natuzzi or its employees or invitees.

(c) TO HAVE AND TO HOLD the Overhang Easement, together with all privileges and appurtenances thereunto belonging for the use and purposes stated above and to Natuzzi, its successors, and its assigns forever, but if the Showplace Building be completely removed or destroyed, the Overhang Easement shall revert to the City.

[rest of page intentionally blank]

IN WITNESS WHEREOF, the City has executed this Amendment as of the day set forth above.

CITY OF HIGH POINT,  
a North Carolina municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

ATTEST:

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

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 acknowledged that he/she is the  
\_\_\_\_\_ of The City of High Point, a North Carolina municipal corporation, and that by  
authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by  
its \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as its  
\_\_\_\_\_. Witness my hand and official seal this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
printed name: \_\_\_\_\_, Notary Public  
My commission expires: \_\_\_\_\_

(Official Seal)

IN WITNESS WHEREOF, Natuzzi has executed this Amendment as of the day set forth above.

NATUZZI AMERICAS, INC.,  
a North Carolina corporation

[CORPORATE SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 acknowledged the due execution of  
the foregoing instrument. Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
printed name: \_\_\_\_\_, Notary Public  
My commission expires: \_\_\_\_\_

*(Official Seal)*

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Information Regarding Series 2025 Limited Obligation Bonds for Stadium Modifications and Related Authorizations

**FROM:** Bobby Fitzjohn, Financial Services Director  
**MEETING DATE:** February 27, 2025

**PUBLIC HEARING:** Yes  
**ADVERTISED DATE/BY:** February 21, 2025

**ATTACHMENTS:**

1. Notice of Public Hearing
2. LOB Resolution

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**PURPOSE:** The Financial Services Department recommends that the City Council take the first steps to authorize the issuance of up to \$6,800,000 Series 2025 Limited Obligation Bonds for Stadium Modifications.

**BACKGROUND:** The Financial Services Department recommends issuing up to \$6.8 million Series 2025 Limited Obligation Bonds to reimburse the City for previously authorized stadium modifications and equipment. On the recommendation of the City's Financial Advisor and after consulting with the Local Government Commission, a Direct Bank Loan RFP was distributed in January 2025.

The RFP for Direct Bank Loan financing was distributed on January 21, 2025 to over 50 national, Regional, and Local lending institutions. The City received 6 proposals. TD Bank proposed a 5.53%, 15-year option with a call date of April 1, 2028. This proposal reflected the best overall value to the City, both in terms of interest rate and repayment flexibility.

On March 17, City Council will consider a Final Resolution authorizing the bond issuance. On April 1<sup>st</sup>, the LGC will consider approving the financing. On April 10, the City will close with the winning lender.

**BUDGET IMPACT:** Repayment of the proposed bonds will be included in the General Debt Service Fund budget beginning in FY2025-2026.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to hold a public hearing on March 3, 2025 at 5:30pm as required by state law on the issuance of the referenced Limited Obligation Bonds, adopt the Resolution Authorizing the Negotiation Of An Amendment To An Installment Financing Contract And Providing For Certain Other Related Matters Thereto, and authorize the appropriate City Official(s) to execute all necessary documents.

## NOTICE OF PUBLIC HEARING

The City of High Point, North Carolina (the "City") previously entered into an Installment Financing Contract, dated as of April 1, 2020 (the "2020 Contract"), with High Point Public Facilities Corporation (the "Corporation") to finance the renovation, improvement and expansion of the police headquarters/communications center located at 1730 Westchester Drive, High Point, North Carolina (the "Police Headquarters Project"). The City is considering entering into an amendment to the 2020 Contract (the "Amendment") in a principal amount currently expected not to exceed \$6,800,000 to (1) finance renovations and improvements to the City's existing Multi-Use Sports & Entertainment Stadium (the "2024 Project") and (2) pay the costs associated with entering into the Amendment.

To secure its obligations under the 2020 Contract, the City has granted a security interest in the site of Police Headquarters Project and the real estate improvements thereon and appurtenances thereto (collectively, the "Mortgaged Property") pursuant to a Deed of Trust, Security Agreement, and Fixture Filing, dated as of April 1, 2020 (the "Deed of Trust"). The City's obligations under the 2020 Contract and the Amendment will be secured by Mortgaged Property under the Deed of Trust.

The Contract and the Deed of Trust permit the City to enter into amendments to finance additional projects and refinance projects using the Mortgaged Property as collateral and the City may or may not grant additional collateral in connection with such amendments. On the City's payment of all installment payments due under the 2020 Contract and the Amendment, including any future amendments to finance additional projects or refinance projects, the lien created in the Mortgaged Property will terminate and any security interest granted under the Deed of Trust will be released.

NOTICE IS HEREBY GIVEN, pursuant to Section 160A-20 of the General Statutes of North Carolina, that on March 3, 2025 at or about 5:30 p.m. the City Council of the City of High Point will conduct a public hearing in the Council Chambers on the 3rd floor of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, concerning the approval of the execution and delivery of the Amendment. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Amendment.

Sandra Keeney  
City Clerk  
City of High Point, North Carolina

EXTRACTS FROM MINUTES OF CITY COUNCIL

\* \* \*

A regular meeting of the City Council of the City of High Point, North Carolina (the “*City Council*”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on March 3, 2025:

Members Present:

Members Absent:

\* \* \* \* \*

The Financial Services Director of the City of High Point, North Carolina (the “*City*”) reported to the City Council (the “*City Council*”) that notice of a public hearing was published on February 21, 2025, stating that the City Council would hold a public hearing at 5:30 p.m. on March 3, 2025 to receive public comments on the proposed execution and delivery by the City of an amendment to the Installment Financing Contract dated as of April 1, 2020 (the “*2020 Contract*”) in a principal amount not to exceed \$6,800,000 (the “*First Amendment*”), the proceeds of which will be used to (i) finance renovations and improvements to the City’s existing Multi-Use Sports & Entertainment Stadium (the “*2025 Project*”) and (ii) pay the costs associated with entering into the First Amendment. The public hearing notice stated, among other things, that the City’s obligations under the 2020 Contract and the First Amendment will be secured by the Deed of Trust, Security Agreement, and Fixture Filing, dated as of April 1, 2020 (the “*Deed of Trust*”), which previously granted a security interest in the site of the police headquarters/communications center located at 1730 Westchester Drive, High Point, North Carolina and the real estate improvements thereon and appurtenances.

The Mayor then announced that the City Council would hear anyone who wished to be heard on the questions of the proposed First Amendment.

[No one spoke at the public hearing.]

\_\_\_\_\_ moved that the public hearing be closed. The motion was unanimously adopted.

After the closing of the public hearing, \_\_\_\_\_ moved that the following resolution, a summary of which had been provided to each Council Member and a copy of which was available with City Clerk, be adopted:

**RESOLUTION OF THE CITY OF HIGH POINT, NORTH CAROLINA, AUTHORIZING THE  
NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND  
PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

*WHEREAS*, the City of High Point, North Carolina (the “*City*”) is a municipal corporation validly existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

*WHEREAS*, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance the purchase of, real or personal property and to finance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed to secure repayment of the purchase price;

*WHEREAS*, the City Council of the City (the “*City Council*”) determines that it is in the best interest of the City to finance, and reimburse the City for the costs of, renovations and improvements to the City’s existing Multi-Use Sports & Entertainment Stadium (the “*2025 Project*”);

*WHEREAS*, the City has previously entered into an Installment Financing Contract dated as of April 1, 2020 (the “*2020 Contract*”), with High Point Public Facilities Corporation (the “*Corporation*”) to finance the renovation, improvement and expansion of a facility to be used as a police headquarters/communications center (the “*Police Headquarters Project*”);

*WHEREAS*, to secure its obligations under the 2020 Contract, the City executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of April 1, 2020 (the “*Deed of Trust*”) granting a security interest in the City’s fee simple interest in the real property on which Police Headquarters Project is located, together with the improvements thereon;

*WHEREAS*, the Corporation has determined to assist the City with financing the 2025 Project by the issuance of its additional Limited Obligation Bonds under the Indenture of Trust dated as of April 1, 2020 (the “*2020 Indenture*”) between the Corporation and U.S. Bank Trust Company, National Association, as successor trustee (the “*Trustee*”);

*WHEREAS*, for the Corporation to assist the City in financing the 2025 Project under the 2020 Indenture and the 2020 Contract, the City Council hereby determines that it is in the best interest of the City to enter into an amendment to the 2020 Contract (the “*First Amendment*” and together with the 2020 Contract, the “*Contract*”) with the Corporation;

*WHEREAS*, the City staff has retained (1) Parker Poe Adams & Bernstein LLP, as bond counsel (“*Bond Counsel*”) and (2) Davenport & Company, LLC, as financial advisor (the “*Financial Advisor*”), in connection with the proposed financing;

*WHEREAS*, the City staff has solicited requests for proposal from financial institutions for the First Amendment and recommends selecting TD Bank, N.A. (the “*Bank*” and together with Bond Counsel, the Financial Advisor and the Trustee, the “*Financing Team*”);

*WHEREAS*, the City hereby determines that the 2025 Project is essential to the City’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the 2025 Project will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the First Amendment is necessary and expedient for the City by virtue of the findings presented herein;

*WHEREAS*, the City hereby determines that the First Amendment allows the City to finance the 2025 Project at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City;

*WHEREAS*, the City hereby determines that the estimated cost of financing the 2025 Project is an amount not to exceed \$6,800,000, and that such cost of the 2025 Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*WHEREAS*, although the cost of financing the 2025 Project pursuant to the First Amendment is expected to exceed the cost of financing the 2025 Project pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the 2025 Project pursuant to the First Amendment and the Deed of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the 2025 Project; and (3) insufficient revenues are produced by the 2025 Project so as to permit a revenue bond financing;

*WHEREAS*, the City has determined and hereby determines that the estimated cost of financing the 2025 Project pursuant to the First Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

*WHEREAS*, the City does not anticipate a future property tax increase to pay installment payments falling due under the First Amendment; however, any property tax increase, if necessary, to pay installment payments falling due under the First Amendment will not be excessive;

*WHEREAS*, no deficiency judgment may be rendered against the City in any action for its breach of the Contract, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

*WHEREAS*, the City is not in default under any of its debt service obligations;

*WHEREAS*, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

*WHEREAS*, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the Local Government Commission of North Carolina (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

*WHEREAS*, a public hearing on the execution and delivery of the First Amendment after publication of a notice with respect to such public hearing was held at this meeting and approval of the LGC with respect to entering the First Amendment must be received before the execution and delivery thereof; and

WHEREAS, the City Council hereby determines that all findings, conclusions and determinations of the City Council in this Resolution are subject to modification or affirmation prior to the execution and delivery of the First Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, AS FOLLOWS:

Section 1.       **Authorization to Negotiate the First Amendment.** The Mayor, the City Manager, the Financial Services Director, the City Clerk, the City Attorney, and their respective designees, individually and collectively, with advice from the City's bond counsel, are hereby authorized and directed to proceed and negotiate on behalf of the City the financing of the 2025 Project for a principal amount not to exceed \$6,800,000 pursuant to the First Amendment to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2.       **Application to LGC.** The Financial Services Director, or his designee, is hereby directed to file with the LGC an application for its approval of the First Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3.       **Approval of the Financing Team.** The Financing Team is hereby approved in connection with the financing of the 2025 Project and the execution and delivery of the First Amendment. The Financial Services Director, with advice from the City Attorney and Bond Counsel, is hereby authorized to retain such other professionals as he deems necessary in her judgment to carry out the transaction contemplated in this Resolution.

Section 4.       **Repealer.** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 5.       **Effective Date.** This Resolution is effective on the date of its adoption.

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

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled “**RESOLUTION OF THE CITY OF HIGH POINT, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 3rd day of March, 2025 and that such proceedings are to be recorded in the minute books of said City Council.

**WITNESS** my hand and the seal of the City of High Point, North Carolina, this the \_\_\_\_ day of March, 2025.

\_\_\_\_\_  
City Clerk  
City of High Point, North Carolina

(SEAL)