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)

Thursday, March 20, 2025	4:00 PM	Council Chambers

Finance Committee - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

2025-084 **Consideration of a 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)**
City Council is requested to receive public comment and consider a Resolution authorizing the execution of Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2024 JAG Award and authorize the appropriate City Official(s) to execute all necessary documents.

2025-086 **Consideration of a Resolution Authorizing the Filing of Applications with the Federal Transit Administration**
City Council is requested to consider a Resolution authorizing the filing of applications with the Federal Transit Administration and authorize the appropriate City Official(s) to execute all necessary documents.

2025-085 **Consideration of a Task Order with Clearwater, Inc.**
City Council is requested to consider a Task Order with Clearwater, Inc. in the amount of $115,248.63 to rebuild Nitrified Recycle Pump #3 at the Eastside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents.

2025-087 **Consideration of Change Order #6 to Breece Enterprises, Inc.**

City Council is requested to consider Change Order #6 in the amount of $600,000 to increase the contract amount from $2,256,620 to $2,856,620 and authorize the appropriate City Official(s) to execute all necessary documents.

2025-088 **Consideration of a Contract with JCI Jones Chemicals**
City Council is requested to consider a contract with JCI Jones Chemicals in the amount of $472,500 for the purchase of Liquid Sodium Hypochlorite for water and wastewater treatment and authorize the appropriate City Official(s) to execute all necessary documents.

2025-090 **Consideration of a Purchase from Altec Industries**
City Council is requested to consider a purchase with Altec Industries in the amount of $226,754 for one (1) Altec AT41M bucket truck, a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

2025-091 **Consideration of a Purchase from Capital Ford**
City Council is requested to consider a purchase from Capital Ford in the amount of $174,837.56 for four (4) Ford Explorers for the crime lab and authorize the appropriate City Official(s) to execute all necessary documents.

2025-092 **Consideration of a Budget Ordinance Amendment**
City Council is requested to consider a Budget Ordinance Amendment appropriating sub-recipient grant funds in the amount of $5,065,600 awarded for the Southwest Renewal Foundation of High Point's (SWRF) Community Change Grant (CCG) and authorize the appropriate City Official(s) to execute all necessary documents.

2025-096 **Consideration of a Contract with Carolina Conduit Systems, Inc.**
City Council is requested to consider a contract with Carolina Conduit Systems, Inc. in the amount of $2,072,780 for the Washington Street Utility Undergrounding project and authorize the appropriate City Official(s) to execute all necessary documents.

2025-097 **Consideration of a Contract with Kone, Inc.**
City Council is requested to consider a contract with Kone, Inc. in the amount of $168,840 for elevator services in city facilities and authorize the appropriate City Official(s) to execute all necessary documents.

2025-102 **Consideration of a Budget Ordinance Amendment**

City Council is requested to consider a budget amendment ordinance appropriating housing bond premium funds in the amount of $393,418 for the High Point Housing Fund and authorize the appropriate City Official(s) to execute all necessary documents.

2025-103 **Consideration of a Budget Ordinance for Series 2025 Limited Obligation Bonds**

City Council is requested to consider a Budget Ordinance Amendment appropriating additional bond proceeds and authorize the appropriate City Official(s) to execute all necessary documents.

2025-099 **Consideration of a Resolution for Series 2025 Limited Obligation Bonds for Stadium Modifications and Related Authorizations**

City Council is requested to adopt a Resolution Approving an Amendment to an Installment Financing Contract and the Delivery Thereof and Providing for Certain Other Related Matters and authorize the appropriate City Official(s) to execute all necessary documents.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a 2024 Edward Byrne Memorial Justice Grant (JAG)

FROM:
C.H. Cheeks, III, Chief of Police

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. JAG Resolution
2. Interlocal Agreement
3. Sub-recipient Agreement
4. 2024 Local JAG Allocations

PURPOSE: To request the adoption of a resolution ratifying interlocal and sub-recipient agreements with Greensboro and Guilford County to accept the 2024 Byrne Justice Assistance Grant (JAG).

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) serves as the primary source of federal funding for criminal justice initiatives in state and local jurisdictions. Guilford County is recognized by the U.S. Department of Justice as a disparate jurisdiction, with the cities set to receive one and a half times more JAG funding than the county. Additionally, the county is responsible for over 50 percent of the costs associated with incarceration stemming from Part 1 Violent Crimes reported by the cities. For 2024, the total allocation for High Point, Greensboro, and Guilford County is $261,523.

The High Point Police Department (HPPD) will utilize this funding to cover a portion of the annual service agreement with Axon Enterprise, Inc. for the Respond Device Plus licenses of body-worn camera system, totaling $4,607,188.

A special condition of the grant requires a Memorandum of Understanding (MOU) or Interlocal Agreement to be executed. This document will specify which jurisdiction will act as the applicant or fiscal agent for the joint funds and must be signed by the “Authorized Representative” from each participating jurisdiction.

Additionally, a Sub-recipient Agreement is being executed to provide the City of Greensboro with a mechanism to reimburse the City of High Point for eligible grant expenditures. This agreement also outlines the monitoring practices and audit requirements associated with the funding.

BUDGET IMPACT: No match is required. As a sub-recipient, the City of High Point will receive an allotment of $40,115.20.

RECOMMENDED ACTION REQUESTED: City Council is requested to receive public comment and consider a Resolution authorizing the execution of Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2024 JAG Award and authorize the appropriate City Official(s) to execute all necessary documents.

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC; HIGH POINT, NC; AND COUNTY OF GUILFORD, NC FOR SHARED USE OF 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT (JAG) FUNDS

BE IT RESOLVED, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the shared use of FY 2024 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of $261,523 as required by N.C.G.S. 160A Article 20, subject to pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original Agreement is incorporated herein by reference.

Adopted by High Point City Council this 25th day of March, 2025

____
Cyril Jefferson, Mayor

ATTEST

____
Sandra Keeney, City Clerk

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

BETWEEN THE CITIES OF GREENSBORO, NC; HIGH POINT, NC; AND THE COUNTY OF GUILFORD, NC

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

Grant Year 2024; Award Date – December 5, 2024; Effective Date – October 1, 2023

THIS AGREEMENT is hereby effective the 1st day of October, 2023 by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

W I T N E S S E T H :

WHEREAS; the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, CFDA #16.738, is the primary provider of federal criminal justice funding to States and units of local government;

WHEREAS; the JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

WHEREAS; in general, JAG funds awarded to a unit of local government under this FY 2023 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

WHEREAS; awards of at least $25,000 or more are four years in length with an award period of October 1, 2023 through September 30, 2027;

WHEREAS; each governing body, award recipients and sub-recipients (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303;

WHEREAS; each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

WHEREAS; each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement;

WHEREAS; under this award, as defined by the legislation, a disparity exists between the funding eligibility of the county and its associated municipalities. In this instance, the COUNTY and the CITY OF GREENSBORO and the CITY OF HIGH POINT are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds four hundred percent of the county's award amount. Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used;

WHEREAS; the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the 2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

NOW THEREFORE, the total award of **$261,523** will be reallocated by the CITY OF GREENSBORO and the CITY OF HIGH POINT providing 20% of their allotment to the COUNTY. The distribution of funds will occur as follows:

Section 1.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT a total of **$40,115.20** in JAG funds. (Original award $50,144 less 20% disparity amount of $10,028.80 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **$66,547** in JAG funds. This is calculated as the original award of $17,803 plus 20% disparity totaling $48,744 from other two agencies ($38,715.20 from the CITY OF GREENSBORO and $10,028.80 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **$154,860.80** in JAG funds. (Original award $193,576 less 20% disparity amount of $38,715.20 given to GUILFORD COUNTY).

Section 4.

JAG Withholding for NIBRS 3 Percent set-aside - Beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to sub-awards. However, all three jurisdictions are now NIBRS compliant and no set-aside is required unless otherwise stated by the granting agency.

Section 5.

Each party agrees to use the allocated JAG funds for purposes consistent with the grant program until they are expended.

Section 6.

The parties to this Agreement will seek reimbursement on a quarterly basis from the Bureau of Justice Assistance (BJA) via the CITY OF GREENSBORO serving as the lead administrator/fiscal agent.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

This Agreement may only be terminated as to any party, by that party's un-incorporation or written notice to each of the other parties sixty (60) days prior to the requested termination.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11.

The terms of this Agreement may only be amended with a written Contract Amendment executed by the Parties.

Section 12.

This Agreement is subject to the jurisdiction and laws of the State of North Carolina.

Section 13.

This Agreement, including the Exhibits and/or Attachments, if any, and the separate Subrecipient Agreement sets forth the entire Agreement between the parties. All prior conversation or writings between the parties hereto or their representatives are merged within and extinguished.

IN WITNESS WHEREOF, the parties have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

CITY OF HIGH POINT, NC.

APPROVED AS TO CONTENT:

____

Finance Director

____

City Manager

CITY OF GREENSBORO, NC.

APPROVED AS TO CONTENT:

____
Chief of Police

____
Deputy Finance Director

____
City Attorney

____
City Manager

ATTEST:

____
City Clerk

GUILFORD COUNTY, NC.

APPROVED AS TO CONTENT:

____
Sheriff's Office Representative

____
County Manager

ATTEST:

____
County Clerk

SUB-RECIPIENT AGREEMENT

Grant Year 2024; Award Date – December 5, 2024; Effective Date – October 1, 2023

BETWEEN THE CITY OF GREENSBORO
A NORTH CAROLINA MUNICIPAL CORPORATION
AND
THE CITY OF HIGH POINT, NORTH CAROLINA
A NORTH CAROLINA MUNICIPAL CORPORATION

FOR THE DISBURSEMENT OF JUSTICE ASSISTANCE GRANT PROGRAMS FUNDS

THIS SUB-RECIPTIENT AGREEMENT (“Agreement”) is entered into by and between the City of Greensboro, a North Carolina municipal corporation (“Recipient” or “City”), and the City of High Point, a North Carolina municipal corporation (“Sub-recipient”). Recipient and Sub-recipient are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, Edward Byrne Memorial JAG Program awards are authorized by the 42 U.S.C. § 3751(a); and

WHEREAS, The CFDA number for the Edward Byrne Memorial JAG Program (State and Local) is 16.738; and

WHEREAS, the U.S. Department of Justice (“USDOJ”) has approved Recipient’s application for funding under the FY 2024 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of **$261,523** (“JAG Funds”) to be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies contractual support, information systems for criminal justice and criminal justice-relate research and evaluation activities, attached hereto as Exhibit “A”; and

WHEREAS, City entered into an Inter-local Agreement on January 7, 2025 which is retroactive to the beginning on the project period October 1, 2023 with Sub-recipient, et al., to reallocate the JAG Funds; and

WHEREAS, there are legal and administrative requirements that govern the Recipient and Sub-recipient for acceptance and use of federal JAG funds; and

WHEREAS, the Recipient and Sub-recipient desire to memorialize the terms and conditions of the disbursement of the JAG Funds in this Agreement;

NOW THEREFORE, the Parties do hereby agree as follows:

Section 1. GRANT FUNDS
Subject to the terms and conditions of this Agreement, Recipient agrees to make available and to disburse Grants Funds to Sub-recipient in the amount of **$40,115.20** to be used to pay for equipment as outlined in the grant application budget.

Section 2. DISBURSEMENT
The Sub-recipient shall have the right to disbursement from the Grant Funds on a quarterly basis after Recipient receives such funds from the USDOJ, and in any amount(s) approved by Recipient, such total amount(s) not to exceed **$40,115.20** in Grant Funds, provided Sub-recipient meets all the terms and conditions set forth in this Agreement.

Payments made by the Recipient to the Sub-recipient under this agreement will be issued upon receipt of an original invoice from Sub-recipient setting forth the amount due and payable pursuant to Item 4 of this agreement via a claim of reimbursement. Invoices will be reviewed by the Greensboro Police Department's Fiscal Management Office and City Financial Analyst for allowable and reasonable expenses as outlined in the approved grant budget. Upon approving an invoice, a check request will be submitted to the Finance Department and a check will be issued within 7 to 10 business days by the Recipient. All services must be performed to the satisfaction of the Recipient prior to any reimbursement being submitted for processing by the City's Finance Department and payment being made.

Section 3. TERM
This agreement and the terms and conditions contained herein shall remain in full force and effect from October 1, 2023 until September 30, 2027, the end of the Project Period as set forth in the Grant Award.

Section 4. DOCUMENTS REQUIRED PRIOR TO DISBURSEMENT JAG FUNDS
Sub-recipient agrees that prior to the initial disbursement of funds to Sub-recipient; it shall deliver to Recipient the following documents:

(a) Copies of expenditure invoices
(b) Proof of Payment
(c) Explanation of specific outcome and benefits derived from use of the JAG funds.

Section 5. ASSURANCES
Sub-recipient assures that it will comply with all legal and administrative requirements that govern the acceptance and use of federal grant fund by Recipient as set forth in Exhibit A attached hereto and made a part of this Agreement as if fully set forth herein.

Sub-recipient further agrees that it will comply with all applicable Federal civil rights laws, including requirement pertaining to developing and/or submitting an Equal Employment Opportunity Plan, reporting Findings of Discrimination, and providing language services any time upon request.

Sub-recipient agrees to provide the Recipient with a copy of the Equal Employment Opportunity Plan on file in accordance with 28 CRF 42.301 (d). A copy will be retained in the Greensboro Police Department's Fiscal Management Office and produced at the request of the Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA).

Section 6. NON-DISCRIMINATION AND EQUAL OPPORTUNITY
It is the policy of City that City and its Sub-recipients, its employees, agents, Sub-recipients and others engaged by Sub-recipient that City opposes discrimination on the basis of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, Sub-recipient agrees that neither Sub-recipient nor its employees, agents, Sub-recipients or others engaged by Sub-recipient shall discriminate against any person, whether employed by Sub-recipient or otherwise, for any basis stated herein. Sub-recipient further agrees to take affirmative action to insure that its employees, agents, Sub-recipients and others engaged by Sub-recipient, or applicants thereto shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, Sub-recipients or others to be engaged by Sub-recipient or placed by or on behalf of Sub-recipient, Sub-recipient shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.

Section 7. CHOICE OF LAW AND FORUM
This contract shall be deemed made in Guilford County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

Section 8. ASSIGNMENT, SUCCESSORS AND ASSIGNS
Without the City's written consent, the Sub-recipient shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the City otherwise agrees in writing, the Sub-recipient and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Sub-recipient's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Sub-recipient the right to assign, it is agreed that the duties of the Sub-recipient that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

Section 9. RECORDS AND REPORTS
Sub-recipient shall maintain records and other documentation accounting for the use of the JAG Funds as required by the Department of Justice and as outlined by the office of Management and Budget for the Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation Funds. Such records may be reviewed by the Recipient at any time upon request.

Section 10. COMPLIANCE WITH LAW
In performing all of the Work, the Sub-recipient shall comply with all laws and regulations which may apply to the performance of Sub-recipient's duties in the Agreement.

Sub-recipient shall use JAG Funds solely for activities authorized by and in accordance with all Federal laws and regulations as set forth in the Program Solicitation, attached hereto as Exhibit "B".

Section 11. COMPLIANCE WITH CITY POLICY
In performing all of the Work, the Sub-recipient shall comply with the Greensboro Police Department's Policy for Monitoring Sub-recipient Agencies Receiving Grant Funds, attached hereto as Exhibit "C".

Section 12. SUSPENSION AND TERMINATION
City, in its sole discretion, may terminate the Agreement in whole or in part if City determines that said termination is in its best interest. Termination or suspension of this agreement may occur if Sub-recipient materially fails to comply with any terms of this Agreement or the conditions set forth herein. Any such termination shall be effected by the delivery to Sub-recipient of a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination by City under this Section, all obligations of either party which remain executor are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. Sub-recipient shall promptly deliver to City all goods, items and documents for which City has paid under this Agreement which have not been delivered at termination as if this Agreement had not been terminated. City shall pay in full for all goods, services completed and expenses incurred by Sub-recipient up to and until the time of termination.

Section 13. EVENTS OF DEFAULT
Any of the following shall constitute an "Event of Default" hereunder:

The failure of Sub-recipient to perform any of the terms and conditions of this Agreement or any other document required under this Agreement;

The failure of Sub-recipient to furnish from time to time, at Recipient's request, financial information or other records required by Recipient; or

The failure of Sub-recipient to use by September 30, 2027 the JAG funds for approved uses in implementing the approved project.

Section 14. INDEMNIFICATION

The Recipient and Sub-Recipient agree that each party shall not be legally nor financially responsible for any claims, losses, damages, liabilities, costs, expenses, or obligations that arise or result from the actions of the other party in performance of the services of this agreement. To the extent allowed by law, the Recipient and Sub-Recipient shall only be legally or financially responsible for claims, damages, losses, liabilities, costs, obligations, and expenses incurred or resulting from their own respective actions or those actions of their own respective employees, or its agents in the performance of this agreement.

Section 15. NO THIRD PARTY RIGHT CREATED

This Agreement is intended for the benefit of City and Sub-recipient and not any other person.

Section 16. MODIFICATION

Further modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law.

THE UNDERSIGNED, as authorized representative on behalf of the Recipient or the Sub-recipient, have executed this Agreement, which shall be effective as of the date first written above.

____
Department Head Recommendation Authorization
John Thompson, Chief of Police

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

____
Deputy Finance Officer

APPROVED AS TO FORM:

____
City Attorney

CITY OF GREENSBORO
AUTHORIZATION

BY___________________________
Assistant City Manager

ATTEST:

____
City Clerk

CITY OF HIGH POINT

____________________________ ____________________________

Finance Director City Manager

Exhibit “A”

December 5, 2024

Dear Christian Wilson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF GREENSBORO for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $261,523.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Exhibit "B"

Federal Laws and Regulations

Federal Authorization

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Administrative Requirements, Cost Principles & Audit Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2024 award from OJP.

Financial Oversight

The recipient agrees to comply with the DOJ Grants Financial Guide, including any updated version that may be posted during the period of performance. (https://ojp.gov/financialguide/DOJ/index.htm)

OJP expects that all (or virtually all) awards made in FY 2024 will include all of the award conditions set out below.

Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.
(https://www.ojp.gov/funding/explore/legaloverview2024/mandatorytermsconditions#1)

- Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements
- Applicability of Part 200 Uniform Requirements
- Compliance with DOJ Grants Financial Guide
- Reclassification of various statutory provisions to a new Title 34 of the United States Code
- Required training for Grant Award Administrator and Financial Manager
- Requirements related to "de minimis" indirect cost rate
- Requirement to report potentially duplicative funding
- Requirements related to System for Award Management and Universal Identifier Requirements
- Employment eligibility verification for hiring under the award
- Requirement to report actual or imminent breach of personally identifiable information (PII)
- All sub-awards ("sub-grants") must have specific federal authorization
- Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000
- Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- Determination of suitability to interact with participating minors
- Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
- Requirement for data on performance and effectiveness under the award
- OJP Training Guiding Principles
- Effect of failure to address audit issues
- Potential imposition of additional requirements
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
- Restrictions on "lobbying"

- Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
- Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards
- Reporting potential fraud, waste, and abuse, and similar misconduct
- Restrictions and certifications regarding non-disclosure agreements and related matters
- Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- Encouragement of policies to ban text messaging while driving
- Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

Exhibit "C"

GREENSBORO POLICE DEPARTMENT POLICY FOR MONITORING SUB-RECIEPIENT AGENCIES RECEIVING GRANT FUNDS

- **Oversight** - The City of Greensboro will maintain regular communication with sub-recipients and make appropriate inquiries concerning program activities.

  The City of Greensboro will review quarterly financial and performance reports, along with required supporting documentation, submitted by the sub-recipient. This information must be submitted by sub-recipients to the City of Greensboro by the 15th of the following month, post the end of a quarter (i.e. October- December). The performance report should include milestones achieved or to be achieved, any significant problems, issues or concerns, timely accomplishments and delays, and actual cost incurred compared to budget line items with variances explained. Additional back-up documentation may be requested to support program and financial reports.

  The City of Greensboro may complete periodic onsite monitoring of sub-recipients in accordance with grantor requirements and related regulations to examine financial and programmatic records and observe operations. Sub-recipients will be monitored as required by the grant or at least annually; or more frequently if circumstances or program guidance warrants. These visits will be scheduled in advance; a list of testing items will be provided.

  A written report will be completed for all formal site visits. Non-compliance and/or recommendations will be documented and the sub-recipient must resolve and correct findings timely and effectively.

- **Program monitoring-** Program monitoring will include, but not be limited to, discussion concerning the program operation, any problems or concerns associated with the program, and verification of information reported on the program monthly/quarterly reports/close out reports. Programs providing direct client services are subject to client file review, and should maintain appropriate releases of information to allow. Sample listing of information that may be reviewed programmatically:
  1. Inventory control listing for equipment
  2. Tags/labels on equipment
  3. Local procurement/purchasing policy
  4. Internal controls
  5. Program reporting
  6. Travel policy
  7. Personnel policy

- **Financial monitoring-** Financial monitoring will include, but not be limited to, comparison of recipient/sub-recipient financial reports with general ledgers to determine that claimed expenses have been charged to the proper accounts and that proper documentation exists to support claims for personnel, travel, etc., and that equipment, if purchased, has been inventoried and is being used for the stated purpose. Additionally, the agency's overall financial internal controls and policies and procedures may be reviewed and recommendations made if appropriate or necessary. Sample listing of information that may be reviewed financially:

  1. Purchase order/requisition
  2. Invoices/receipts from vendor
  3. Bid/quote records
  4. Sole source letters, where applicable

5. Cash management
6. Financial reporting

- **Timely response to written requests from City staff** - All written requests from City staff shall be responded to by the Contractor in writing within two (2) weeks of receipt. Responses shall be complete, or for items that have extenuating circumstances, such as requiring board meetings or approval, the agency will provide the City, within the two week period, an outline of the process and timeline needed to provide the complete information requested. Under extenuating circumstances, full responses shall be submitted within 45 days from date of request or a date agreed to by Greensboro Police Department Fiscal Management staff.

- **Record-Keeping Guidelines -** Record-keeping as prescribed by contracts will be strictly followed, and records will be kept in retrievable, reviewable, safe, and auditable condition for at least three (3) years from the date of final closeout notification. If any litigation, claim, negotiation, audit or other action involving these records is initiated during the 3-year period, the records should be kept until completion of such action. These records should be easily located and should be properly protected against fire or other damage.

- **Commingling of Funds Prohibited -** Contracts with recipients of City funds require that City of Greensboro funds provided to the entity for services or activities to be performed be maintained in a bank account or general ledger account that is clearly separate and distinguishable from other fund accounts or a separate bank account at the discretion of the organization. The City reserves the right to inspect fund accounts at any time to ensure compliance. Funding will be suspended to any organization found to be in non-compliance. Appropriate legal action will be taken as necessary.

- **City's Right to Visit Fund Recipients and Monitor for Compliance** - The City will enforce Zero Tolerance regarding fund recipients who refuse to comply with monitoring and auditing visit requests. The following actions will be taken:
    1. Funding will be immediately suspended if the agency refuses the visit or access to financial/program records.
    2. Legal remedies will be sought as appropriate

- **Audit Requirements** – Sub-recipients must obtain and submit a copy of the required audit to the City of Greensboro within 30 days of issuance and approval of the report, or as provided in the grant agreement. The sub-recipient must directly notify the City of Greensboro of any audit findings related to the sub-award.

  The City of Greensboro may use the information in the Federal Audit Clearinghouse Database as evidence to verify that the required audit was performed and that the sub-recipient had no audit findings. In cases of continued inability or unwillingness of a sub-recipient to have the required audits conducted, the City of Greensboro shall take appropriate action by using sanctions as prescribed in OMB Circular A-133.

  All grant expenditures must be reported in the Comprehensive Annual Financial Report's (CAFR) Schedule of Expenditures of Federal and State Awards or sub-recipient's year-end financial report if a CAFR is not required for the agency

- **Swift Resolution of Contract or Audit Compliance Issues -** Upon a finding of non-compliance with contract terms or with audit requirements, appropriate City of Greensboro and/or Greensboro Police Department Fiscal Management staff will issue a certified letter, return receipt requested, to the Authorizing Official of the non-compliant fund recipient. The letter will clearly document the issues of non-compliance. The fund recipient will have thirty (30) days from receipt of the certified letter to present to the appropriate City official evidence of resolution of all documented compliance issues unless other official documents specify an alternate remedy. Within thirty (30) days of the receipt of the fund recipient's response, the City

Official will notify the respondent as to whether the issues have been resolved to the City's satisfaction. All City of Greensboro funding will be suspended until compliance issues are resolved to the satisfaction of the City of Greensboro.

2024 North Carolina Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NC	ALAMANCE COUNTY	County	$12,474	
NC	BURLINGTON CITY	Municipal	$38,553	$51,027
NC	BUNCOMBE COUNTY	County	$13,310	
NC	ASHEVILLE CITY	Municipal	$58,689	$71,999
NC	CATAWBA COUNTY	County	$11,664	
NC	HICKORY CITY	Municipal	$17,926	$29,590
NC	CRAVEN COUNTY	County	*	
NC	NEW BERN CITY	Municipal	$12,524	$12,524
NC	CUMBERLAND COUNTY	County	$52,010	
NC	FAYETTEVILLE CITY	Municipal	$152,764	$204,774
NC	DURHAM COUNTY	County	*	
NC	DURHAM CITY	Municipal	$165,017	$165,017
NC	FORSYTH COUNTY	County	$19,203	
NC	WINSTON-SALEM CITY	Municipal	$221,226	$240,429
NC	GASTON COUNTY	County	$15,274	
NC	GASTONIA CITY	Municipal	$52,329	$67,603
NC	GUILFORD COUNTY	County	$17,803	
NC	GREENSBORO CITY	Municipal	$193,576	
NC	HIGH POINT CITY	Municipal	$50,144	$261,523
NC	IREDELL COUNTY	County	$10,314	
NC	STATESVILLE CITY	Municipal	$23,819	$34,133
NC	LENOIR COUNTY	County	*	
NC	KINSTON CITY	Municipal	$14,463	$14,463
NC	MECKLENBURG COUNTY	County	*	
NC	CHARLOTTE CITY	Municipal	$569,529	$569,529
NC	NASH COUNTY	County	*	
NC	ROCKY MOUNT CITY	Municipal	$39,634	$39,634

NC	NEW HANOVER COUNTY	County	$10,191	
NC	WILMINGTON CITY	Municipal	$52,354	$62,545
NC	PITT COUNTY	County	$12,426	
NC	GREENVILLE CITY	Municipal	$34,305	$46,731
NC	ROWAN COUNTY	County	$12,327	
NC	SALISBURY CITY	Municipal	$22,297	$34,624
NC	SCOTLAND COUNTY	County	*	
NC	LAURINBURG CITY	Municipal	$19,203	$19,203
NC	UNION COUNTY	County	$13,948	
NC	MONROE CITY	Municipal	$23,500	$37,448
NC	VANCE COUNTY	County	$10,756	
NC	HENDERSON CITY	Municipal	$20,013	$30,769
NC	WAKE COUNTY	County	$17,557	
NC	RALEIGH CITY	Municipal	$161,579	$179,136
NC	WAYNE COUNTY	County	$14,758	
NC	GOLDSBORO CITY	Municipal	$26,987	$41,745
NC	WILSON COUNTY	County	*	
NC	WILSON CITY	Municipal	$19,964	$19,964
NC	BRUNSWICK COUNTY	County	$12,573	
NC	CARY CITY	Municipal	$10,019	
NC	CHEROKEE TRIBAL	Tribal	$10,706	
NC	CLEVELAND COUNTY	County	$12,769	
NC	HARNETT COUNTY	County	$18,466	
NC	HOKE COUNTY	County	$10,952	
NC	JACKSONVILLE CITY	Municipal	$18,491	
NC	JOHNSTON COUNTY	County	$10,043	
NC	LUMBERTON CITY	Municipal	$25,465	
NC	ONSLOW COUNTY	County	$14,218	
NC	RICHMOND COUNTY	County	$16,379	
NC	ROBESON COUNTY	County	$75,854	
NC	SAMPSON COUNTY	County	$11,959	
NC	SHELBY CITY	Municipal	$12,327	
	Local total		**$2,494,631**	

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Resolution Authorizing the Filing of Applications with the Federal Transit Administration

FROM:
Angela Wynes, Transit Manager

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Resolution

PURPOSE: Provide the Federal Transit Administration with an updated Authorizing Resolution designating the City Manager to act on the City's behalf in federal transit grant matters.

BACKGROUND: The Federal Transit Administration has requested that the City of High Point provide an updated copy of a resolution authorizing the City Manager as the designated individual to execute and file applications for federal assistance, execute and file the annual certifications and assurances, and execute grant agreements on behalf of the City.

BUDGET IMPACT: There is no budgetary impact.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Resolution authorizing the City Manager to file an application with the United States Department of Transportation for federal transportation assistance.

RESOLUTION OF THE HIGH POINT CITY COUNCIL AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that;

Section 1. The City Manager is authorized to execute and file an application for federal assistance on behalf of the City of High Point with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. The City of High Point has received authority from the designated recipient, the North Carolina Department of Transportation, to apply for and receive Urbanized Area Formula Program assistance.

Section 2. The City Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.

Section 3. The City Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of High Point.

Section 4. This resolution is effective upon adoption.

CITY OF HIGH POINT

By: ______________________________
Cyril Jefferson, Mayor

ATTEST:

____
Sandra Keeney, City Clerk

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of High Point, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council of the City of High Point held on March 25, 2025.

____
Sandra Keeney, City Clerk

____
(Date)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Task Order with Clearwater, Inc

FROM:
Robby Stone, Public Services Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote

PURPOSE: To contract with Clearwater Inc. to rebuild NRCY pump #3 at Eastside Wastewater Treatment Plant (WWTP). The City has a master agreement for professional services with Clearwater Inc.

BACKGROUND: "NRCY" stands for "Nitrified Recycle," which refers to a process where a portion of treated wastewater that has already undergone nitrification (conversion of ammonia to nitrate) is recycled back into the treatment system. Eastside WWTP has four NRCY pumps that are utilized for treatment. NRCY Pump #3 is 20 years old. The mechanical seal was leaking badly, upon installation of the new mechanical seal, pitting, corrosion, and wear on the shaft, impeller, and volute were discovered that requires a full pump rebuild. Clearwater will remove NRCY pump #3 (rotating assembly and motor) from current installation, transport to their shop for repairs, transport back to the site, where pump and motor will be reinstalled, new mechanical seals will be installed on site and startup performed. The other NRCY pumps are the same age and will be scheduled to be rebuilt in the next few years.

BUDGET IMPACT: Funds are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Task Order with Clearwater, Inc. in the amount of $115,248.63 to rebuild Nitrified Recycle Pump #3 at the Eastside WWTP and authorize the appropriate City Official(s) to execute all necessary documents.

ClearWater, Inc.
clearwaterinc.net
PO Box 1469 Hickory, NC 28603
Phone: (828) 855-3182 Fax: (828) 855-3183
www.clearwaterinc.net

Quote

Date	Estimate #
1/28/2025	20250203

Name / Address	Ship To
City of High Point Attn: Accounts Payable PO Box 230 High Point, NC 27261	City of High Point Westside WWTP 1044 West Burton Road Thomasville NC 27360

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Peter Lavigne	(336)883-3061	peter.lavigne@highpointnc.gov	Gwyn Wilson	Net 30	16 to 20 weeks

Item	Description	Qty	Cost Each	Sell Total
Service	REPAIR FM 30" Model C5721 Horizontal Angle Flow, Solids Handling Pump with 100HP, 352RPM, 8211S Frame, 3/60/460V ODP Motor	1	17,190.00	17,190.00T
	Includes: Disassembly of Pump and Motor Pressure Wash and Dry all parts Pressure Wash and Bake Dry Stator Windings Meggar and Surge Test Stator Windings Inspect all Mechanical Fits Balance Rotor Installation of New Bearings New Wear Rings New Chesterton Mechanical Seals Deflector Lip Seals Impeller Hardware Clean-up, Paint and Prep for Shipment The Mechanical Seal will ship seperately for Site Installation This is a site unseen Labor and Supply Quote ONLY based upon information provided. If upon inspection there is any machine work needed we will requote before any reassembly takes place			
Repair	ClearWater Parts Included: New Wear Rings New Chesterton Mechanical Seals (provided by customer) Deflector Lip Seals Impeller Hardware			36,414.00T
			Total	

REMIT TO:	**Hickory Office:** **PO Box 1469** **Hickory, NC 28603** **(828) 855-3182**	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550	Chesapeake Office: 1224 Executive Blvd Suite 108 Chesapeake, VA23320 (757)512-6428

ClearWater, Inc.
clearwaterinc.net
PO Box 1469 Hickory, NC 28603
Phone: (828) 855-3182 Fax: (828) 855-3183
www.clearwaterinc.net

Quote

Date	Estimate #
1/28/2025	20250203

Name / Address	Ship To
City of High Point Attn: Accounts Payable PO Box 230 High Point, NC 27261	City of High Point Westside WWTP 1044 West Burton Road Thomasville NC 27360

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Peter Lavigne	(336)883-3061	peter.lavigne@highpointnc.gov	Gwyn Wilson	Net 30	16 to 20 weeks

Item	Description	Qty	Cost Each	Sell Total
Field Service	On site service to remove the above pump (rotating assembly and motor) from current installatio, transport to ClearElectric Motor Shop for repairs, transport back to customer site, where pump and motor will be reinstalled, new mechanical seal will be installed on site and startup performed. Scope of work outlined below: Provide Equipment, Tools and Rigging to remove motor and pump from installation Unwire Motor Remove Coupling Guard adn uncouple pump from motor Remove Rotating Assembly from pump, volute will remain onsite Transport Rotating Assembly and Motor to and from ClearElectric for repairs Install Rotating Assembly into Volute and seat Mechanical Seal Install Motor back on base Laser Align pump and motor Commission the Unit back in service	1	54,105.00	54,105.00T
	NC 7% Sales Tax		7.00%	7,539.63
			Total	$115,248.63

REMIT TO:	Hickory Office:	Richmond Office:	Chesapeake Office:	
	Hickory Office: **PO Box 1469** **Hickory, NC 28603** **(828) 855-3182**	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550	Chesapeake Office: 1224 Executive Blvd Suite 108 Chesapeake, VA23320 (757)512-6428	Quote Valid for 30 days. A 3% fee will be added for credit card fees. Freight is prepaid and added unless quoted.

CITY OF HIGH POINT
AGENDA ITEM

CITY OF high point.

TITLE: Consideration of Change Order #6 to Breece Enterprises, Inc.

FROM:
Robby Stone, Public Services Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
April 30, 2024

ATTACHMENTS:
1. Change Order #6

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

BACKGROUND: A contract was awarded to Breece Enterprises, Inc for $2,256,620 by City Council on June 17, 2024. Contract funds have been exhausted due to the Water and Sewer Mains Division staffing impacts and the size and volume of the maintenance repairs performed. Typical work includes point repairs, manhole reconstruction, hydrant repairs, main break repairs, replacement of deteriorated/collapsed lines, replacement of valves, and other maintenance work items. A change order approval for an additional $600,000 is requested to increase the contract to cover routine maintenance and emergency repairs through the end of the current fiscal year. The proposed $600,000 change order to the current contract would increase the total contract amount to $2,856,620. For reference, the same contract for FY23-24 totaled $2,217,210.00.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider Change Order #6 in the amount of $600,000 to increase the contract amount from $2,256,620 to $2,856,620 and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT
CHANGE ORDER/SUPPLEMENTAL AGREEMENT

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

CHG. ORDER/SUP. AGREEMENT NO.	CONTRACT NO.	BID N0.	CONTRACT:
06		50-052924	Water and Sewer Maintenance/Emergency 2024-2025

TO: Breece Enterprises, Inc.
(CONTRACTOR)

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

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Increase to PO 116175 for the contract to cover routine water/sewer maintenance and emergency repairs through the end of the current fiscal year		$600,000.00
	$0.00	$600,000.00
Justification and reason for change: Addition of funding to PO 116175 for remainder of fiscal year.		

Lawson Account Number: **421779 533701 421001012805 40201** $200,000.00

Lawson Account Number: **421779 533701 421001010205 40201** $400,000.00

Previous Contract Total: $2,256,620.00

The contract total including this, and previous Change Orders/Supplement Agreements will be revised to: $2,856,620.00

Revised completion date: (no change)

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

Requested By: Carl Allen Hicks (Public Services Engineer) 3/4/2025 (Date)

Recommended: ______ (Public Services Director) ______ (Date)

Accepted: [signature] (Breece Enterprises Inc.) (Corporate Seal) 3/4/25 (Date)

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

Approved: ______ (Finance Department) ______ (Date)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Contract with JCI Jones Chemicals

FROM:
Robby Stone, Public Services Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
December 30, 2024

ATTACHMENTS:
1. Certified Bid Tabulation
2. Bid Recommendation Form

PURPOSE: To contract with JCI Jones Chemicals for the purchase of Liquid Sodium Hypochlorite for water and wastewater treatment.

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. JCI Jones Chemicals was the low bidder for Liquid Sodium Hypochlorite.

Chemical	Bidder	Amount	Total Bid Price
Sodium Hypochlorite	JCI Jones Chemicals	$2.10 /Gallon	$ 472,500.00

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with JCI Jones Chemicals in the amount of $472,500 for the purchase of Liquid Sodium Hypochlorite for water and wastewater treatment 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

Liquid Sodium Hypochlorite	Qty	Unit Price	Total Bid Price
JCI Jones Chemicals	225000	$ 2.10	$ 472,500.00
Univar Solutions USA LLC	225000	$ 3.00	$ 675,000.00
Corrosion Inhibitor			
Coyne Chemical dba Sterling Water Te	250	$ 1,500.00	$ 375,000.00
Liquid Sodium Hydroxide			
Univar Solutions USA LLC	355	$ 665.00	$ 236,075.00
JCI Jones Chemicals	355	$ 770.00	$ 273,350.00
Liquid Aluminum Sulfate			
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

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Public Services Department

COUNCIL AGENDA DATE: March 24, 2025

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

DESCRIPTION:

To contract with a vendor for the purchase of Liquid Sodium Hypochlorite for water and wastewater treatment.

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: JCI Jones Chemicals AMOUNT: $472,500

JUSTIFICATION:

Low Bidder

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621752	526103			$158,550
521753	526103			$19,740
621758	526103			$294,210
TOTAL BUDGETED AMOUNT				$472,500

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone Date: 2025.03.07 09:48:23 -05'00' DATE: 3-7-2025

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

PURCHASING MANAGER: DATE:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Purchase from Altec Industries

FROM:
Kevin Rogers, Fleet Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Budget Ordinance Amendment
2. Bucket Truck Picture
3. Bid Recommendation Form

PURPOSE: The Electric Department has requested one (1) additional bucket truck to meet their daily service needs.

BACKGROUND: The Electric Department has requested one (1) additional bucket truck for their daily duties due to increased workload and staffing. Fleet Services has identified an Altec AT48M bucket truck utilizing Sourcewell Contract# 110421-ALT that will continue to meet their daily needs. The cost of the unit is $226,754 and is recommended for City Council approval. The bucket truck will be available within a six (6) month time frame.

BUDGET IMPACT: A budget ordinance amendment appropriating electric fund reserves is included with this item.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase with Altec Industries in the amount of $226,754 for one (1) Altec AT41M bucket truck, 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 AN ADDITIONAL BUCKET TRUCK FOR THE ELECTRIC DEPARTMENT

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

Section 1. The proposed amendment appropriates $226,754 in electric fund reserves for the purchase of an additional bucket truck for the Electric Department. This vehicle is needed due to an increased workload and staffing.

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

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

Fund Balance Appropriation	$226,754

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

Transfer to Central Services Fund	$226,754

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

Transfer from Electric Fund	$226,754

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

Vehicle and Other Rolling Stock Replacement	$226,754

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

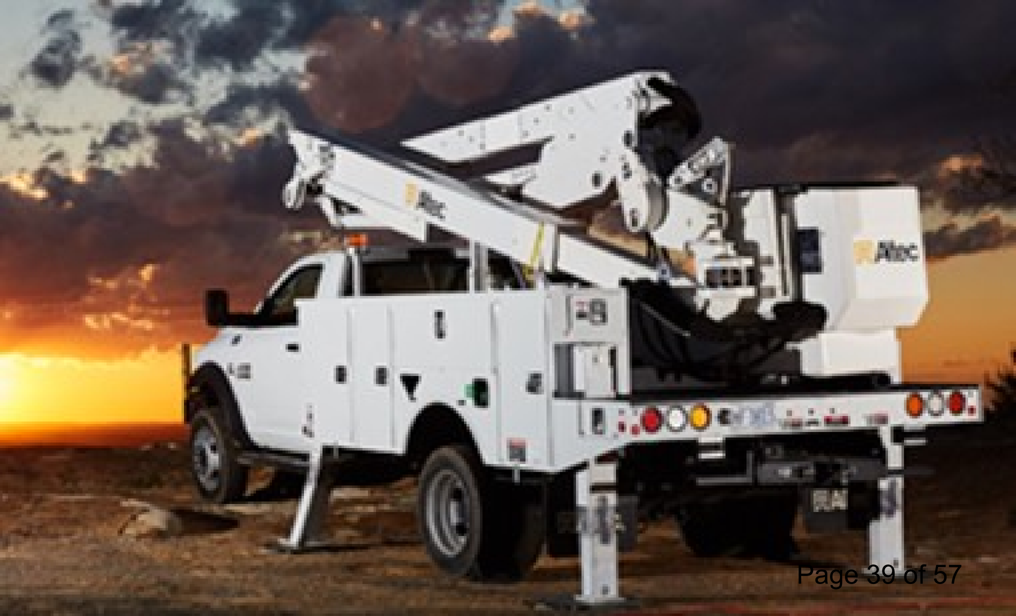
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 24th day of March 2025

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk


Altec
Altec

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: March 24, 2025

BID NO.: Sourcwell CONTRACT NO.: 110421-ALT DATE OPEN:

DESCRIPTION:

Altec AT48M Bucket Truck

PURPOSE:

The Electric Department has requested one (1) additional bucket truck to meet their daily service needs. Fleet Services has identified the Altec AT48M bucket truck that will meet their needs.

COMMENTS:

The price of $226,754 is for the bucket truck extended warranty, delivery, and training. Estimated delivery is less than six (6) months.

RECOMMEND AWARD TO: Altec Industries AMOUNT: $226,754

JUSTIFICATION:

The City of High Point has experienced significant savings utilizing the Sourcewell Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			$226,754
TOTAL BUDGETED AMOUNT				$226,754

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS Date: 2025.03.06 15:36:43 -05'00' DATE: 03/06/2024

The Purchasing Division concurs with recommendation submitted by the Fleet Department **and recommends award to the lowest responsible, responsive bidder** Altec Industries **in the amount of** $226,754.00.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2025.03.06 16:26:44 -05'00' DATE: 3/6/2025

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2025.03.06 16:31:54 -05'00' DATE:

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

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Purchase from Capital Ford**

FROM:
Kevin Rogers, Fleet Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Bid Recommendation Form
2. Ford Explorer Picture

PURPOSE: The Police Department has requested four (4) additional vehicles for the crime lab utilizing equitable sharing funds. Fleet Services has identified Ford Explorers that will meet their needs.

BACKGROUND: The Police Department has requested four (4) additional vehicles for the crime lab utilizing equitable sharing funds. The pricing is reflective of our current NC State Contract-NC2510A pricing. Fleet Services is recommending the Ford Explorer that will meet the department's needs. The price for each vehicle is $42,436.30. The DMV fees are $1,273.09. The total price for four (4) is $174,837.56. The vehicles being recommended for purchase are from Capital Ford. The delivery is estimated to be within six (6) months.

Law enforcement equipment, including vehicles (patrol and unmarked vehicles), is an allowable expense under the Equitable Sharing Guidelines.

BUDGET IMPACT: Funds have been identified within the Police Department's Equitable Sharing Fund (Department of Justice).

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Capital Ford in the amount of $174,837.56 for four (4) Ford Explorers for the crime lab and authorize the appropriate City Official(s) to execute all necessary documents.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: March 24, 2025

BID NO.: CONTRACT NO.: NC2510A DATE OPEN:

DESCRIPTION:

Four (4) Ford Explorer's

PURPOSE:

The police department has requested four (4) additional vehicles for the crime lab utilizing equitable sharing funds. Fleet services has identified Ford Explorers that will meet their needs. The pricing is reflective of our current state contract pricing.

COMMENTS:

The price of $42,436.30 is for the vehicle with DMV fees of $1,273.09. The total cost for four (4) is $174,837.56. Estimated delivery is less than six (6) months.

RECOMMEND AWARD TO: Capital Ford AMOUNT: $174,837.56

JUSTIFICATION:

The addition of four non-pursuit Ford Explorers will provide enough vehicles to establish a complete fleet for the Crime Scene Technicians (CSTs) in the Crime Lab Unit.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301310	532401	301006310201	53160	$174,837.56
TOTAL BUDGETED AMOUNT				$174,837.56

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

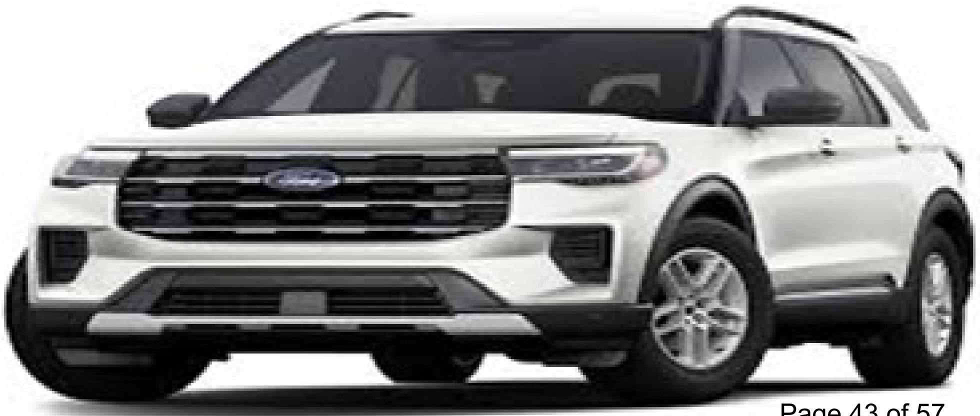
The Purchasing Division concurs with recommendation submitted by the Fleet Services **and recommends award to the lowest responsible, responsive bidder** Capital Ford **in the amount of** $174,837.56.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2025.03.06 16:10:20 -05'00' DATE: 3/6/2025

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2025.03.06 16:31:19 -05'00' DATE: 3/6/25

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



CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Budget Ordinance Amendment**

FROM:
Stephen Hawryluk, Budget and Performance Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Budget Ordinance Amendment

PURPOSE: To appropriate sub-recipient grant dollars awarded for the Southwest Renewal Foundation of High Point's (SWRF) Community Change Grant (CCG) awarded by the United States Environmental Protection Agency (EPA).

BACKGROUND: In December 2024, SWRF was awarded a CCG in the amount of $18.5 million. Approximately $5,065,600 of this award is programmed for the city to evaluate, repair, replace or rehabilitate sewer infrastructure in the southwest portion of the 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.

The sub-recipient agreement was approved by the Mayor and City Council on March 3, 2025. This item appropriates the $5,065,600 via budget ordinance amendment.

BUDGET IMPACT: There is no local budget impact. These are 100% federal funds. A budget ordinance amendment appropriating the funds is included with this item.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Budget Ordinance Amendment appropriating sub-recipient grant funds in the amount of $5,065,600 awarded for the SWRF CCG and authorize the appropriate City Official(s) to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FEDERAL GRANT FUNDS FOR A COMMUNITY CHANGE GRANT AWARDED
BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

Section 1. The proposed amendment appropriates federal grant funds totaling $5,065,600. The funds will be used to evaluate, repair, replace or rehabilitate sewer infrastructure in the southwest portion of the city as well as to purchase and install cameras to combat illegal dumping in the same area.

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

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

Federal Grants	$5,065,600

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

Sewer Infrastructure Improvements	$5,065,600

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 24th day of March 2025

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Contract with Carolina Conduit Systems, Inc.

FROM:
Trevor Spencer, Engineering and Facilities Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
January 17, 2025

ATTACHMENTS:
1. Bid Recommendation Form

PURPOSE: Engineering Services recommends City Council approve a contract award for the Washington St. Utility Undergrounding project to Carolina Conduit Systems, Inc. The project will improve streetscape aesthetics in the Washington Street Historic District by converting overhead utilities to underground. An underground utility duct bank will be constructed along Washington Street from Centennial Street to Washington Street Park. The street will be resurfaced after the duct bank is installed.

BACKGROUND: On February 26, 2025, the City of High Point received three qualified bids for the project.

Contractor	Amount
Hyper Networks, LLC	$1,637,609.15
Carolina Conduit Systems, Inc.	$2,072,780.00
Triangle Grading and Paving, Inc.	$2,769,398.00

During staff's review of the bid tabulations, significant calculation errors were discovered in the bid submitted by Hyper Networks, LLC. Staff notified Hyper Networks of the errors, and that their corrected bid total was reduced to $1,172,447.17. Hyper Networks elected to withdraw their bid based on the reduced bid amount. Upon Hyper Networks' withdrawal, staff contacted Carolina Conduit Systems, Inc. to notify that the second-lowest bid would be recommended for award. The contract time is 180 days and available upon a Notice to Proceed.

BUDGET IMPACT: Funds are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Carolina Conduit Systems, Inc. in the amount of $2,072,780 for the Washington Street Utility Undergrounding project and authorize the appropriate City Official(s) to execute all necessary documents.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Engineering Services

COUNCIL AGENDA DATE: March 24, 2025

BID NO.: 13-022625 CONTRACT NO.: ENG2024-007 DATE OPEN: Feb. 26, 2025

DESCRIPTION:

Washington Street Utility Undergrounding project.

PURPOSE:

The Engineering Services Department recommends approval of contract 2024-007 for the Washington St. Under grounding project. This includes mobilization, installing duct bank, vaults, hand holes, repairing sidewalk, curb and gutter, resurfacing and striping the roadway.

COMMENTS:

The City received three responsive bidders:
Hyper Networks,LLC $1,637,609.17-WITHDREW DUE TO MATHEMATICAL ERRORS IN BID.
Carolina Conduit Systems, INC $2,072,780.00
Triangle Grading and Paving $2,769,398.00

RECOMMEND AWARD TO: Carolina Conduit Systems, Inc. AMOUNT: $2,072,780.00

JUSTIFICATION:

Recommend awarding contract to second lowest bidder, Carolina Conduit Systems, Inc. for $2,072,780.00 since low bidder, Hyper Networks, withdrew their bid due to mathematical errors.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
431799	533701	431251026405	40202	2,072,780.00
TOTAL BUDGETED AMOUNT				2,072,780.00

DEPARTMENT HEAD: Trevor Spencer, PE Digitally signed by Trevor Spencer, PE Date: 2025.03.13 15:11:54 -04'00' DATE: 3/13/2025

The Purchasing Division concurs with recommendation submitted by the Engineering Services Dept. **and recommends award to the lowest responsible, responsive bidder** Carolina Conduit Systems, Inc **in the amount of** 2,072,780.00.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2025.03.14 11:41:25 -04'00' DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2025.03.14 11:44:26 -04'00' DATE: 3/14/25

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

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Contract with Kone, Inc.

FROM:
Trevor Spencer, Engineering and Facilities Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: Facilities Services recommends City Council approve a contract with Kone, Inc. to provide elevator maintenance, repair, and modernization services for elevators in city facilities. The contract with Kone, Inc. utilizes terms and conditions from a master contract under the U.S. Communities Program. City facilities with elevators include the train depot, parking decks, High Point Theatre, High Point Museum, Truist Point Stadium, High Point Police Department Headquarters, City Hall, and Ward Water Treatment Plant.

BACKGROUND: Kone, Inc. submitted a 56-month contract proposal for services at a total monthly cost of $3,015.00. The contract grand total is $168,840.00. The contract will be in effect from April 1, 2025, through November 30, 2029.

BUDGET IMPACT: Funds are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Kone, Inc. in the amount of $168,840 for elevator services in city facilities and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Budget Ordinance Amendment

FROM:
Eric Olmedo, Assistant City Manager

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Budget Ordinance Amendment

PURPOSE: Contribution of funds to the High Point Community Foundation, a North Carolina nonprofit corporation, to be used for its Housing Impact Fund of High Point ("HIFHP").

BACKGROUND: The High Point Community Foundation's HIFHP will focus on convening, advocating, and aggregating funds to address High Point's critical shortage of quality, affordable housing. The HIFHP will address an unmet need that will have a direct impact on our local economy, quality of life, and the future growth of our community. This will be an opportunity for the High Point Community Foundation, the City of High Point, private foundations, the business community, and our banking institutions to work in tandem to leverage resources for maximum impact. Housing funds are a proven solution that has been instrumental in several North Carolina communities by providing dependable, low-cost, financial resources to incentivize and encourage for-profit and nonprofit developers to build much needed multifamily structures. The goal is to raise a $40 million loan program that will be overseen by a proven resource, Self-Help Ventures Fund, a North Carolina nonprofit corporation, which has already managed several transformative community housing loan programs.

The City contribution to the HIFHP will be $2.0 million and will be governed by a nonprofit organization agreement with the High Point Community Foundation. Previously appropriated ARPA-enabled funds in the amount of $1,606,582 have been identified for this contribution, with the remaining $393,418 coming from housing bond premiums remaining from a $6.5 million bond issuance.

BUDGET IMPACT: A budget ordinance amendment appropriating $393,418 is included with this item.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a budget amendment ordinance appropriating housing bond premium funds in the amount of $393,418 for the High Point Community Foundation's HIFHP and authorize the appropriate City Official(s) to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE HOUSING BOND PREMIUM FUNDS FOR THE HIGH POINT HOUSING FUND

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

Section 1. The proposed amendment appropriates $393,418 in housing bond premium funds. The funds will be allocated to the High Point Community Foundation as part of the City’s $2,000,000 commitment to the High Point Housing Fund.

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

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

General Obligation Bond Proceeds	$393,418

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

High Point Housing Fund	$393,418

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 24th day of March 2025

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Budget Ordinance for Series 2025 Limited Obligation Bonds

FROM:
Bobby Fitzjohn, Financial Services Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Budget Ordinance Amendment

PURPOSE: To appropriate additional proceeds from Series 2025 Stadium Limited Obligation Bonds.

BACKGROUND: On Monday March 24th, Council will consider the final authorization for the Series 2025 Limited Obligation Bonds to reimburse the City for previously authorized stadium modifications and equipment. The attached budget ordinance is necessary to record the additional proceeds of the issuance.

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 consider a Budget Ordinance Amendment appropriating additional bond proceeds and authorize the appropriate City Official(s) to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO BOND PROCEEDS FOR CAPITAL EXPENDITURES AND COSTS OF ISSUANCE

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

Section 1. The proposed amendment appropriates $800,000 in additional bond proceeds. The funds will reimburse the City for modifications to the Stadium, related equipment, and costs of issuance.

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

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

Limited Obligation Bond Proceeds	$600,000

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

Stadium Capital Expenditures	$600,000

(C) That the following General Debt Service Fund revenues be amended as follows:

Limited Obligation Bond Proceeds	$200,000

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

Legal and Fiscal Expenditures	$200,000

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 24th day of March 2025

____
Cyril Jefferson, Mayor

ATTEST

____
Sandra Keeney, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Resolution for Series 2025 Limited Obligation Bonds for Stadium Modifications and Related Authorizations

FROM:
Bobby Fitzjohn, Financial Services Director

MEETING DATE:
March 24, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Resolution

PURPOSE: The Financial Services Department recommends that the City Council take the final step 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 April 1st, 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 adopt a Resolution Approving an Amendment to an Installment Financing Contract and the Delivery Thereof and Providing for Certain Other Related Matters and authorize the appropriate City Official(s) to execute all necessary documents.

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 24, 2025:

Members Present:

Members Absent:

*　*　*　*　*　*

Councilmember ______________ moved that the following resolution, copies of which had been provided to each Councilmember and was available with the City Clerk, be approved:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the City of High Point, North Carolina (the "*City*") is a municipal corporation validly existing under 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 of such property;

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

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Amendment Number One to the 2020 Contract (the "*First Amendment*" and together with the 2020 Contract, the "*Contract*") with the Corporation in order 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*") and to pay the costs related to entering into the First Amendment;

WHEREAS, in order 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, in order to assist the County with undertaking the plan of finance described above related to the First Amendment, the Corporation will execute and deliver its Limited Obligation Bond, Series 2025 (the "*2025 Bond*") in an aggregate principal amount not to exceed $6,800,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the 2020 Contract) pursuant to the Contract in order to finance the 2025 Project;

WHEREAS, the 2025 Bond will be executed and delivered under the terms of an Indenture of Trust dated as of April 1, 2020 between the Corporation and U.S. Bank, National Association, the successor to which is U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"), as supplemented by Supplemental Indenture, Number 1 dated as of April 1, 2025 between the Corporation and the Trustee, and purchased by TD Bank, N.A.;

WHEREAS, there has been described to the City Council the First Amendment, which the City Council proposes to approve, enter into and deliver to effectuate the proposed installment financing;

WHEREAS, the City Council previously conducted a public hearing on March 3, 2025 to receive public comment on the proposed First Amendment and the 2025 Project and approval of the Local Government Commission of North Carolina (the "*LGC*") with respect to entering into the First Amendment must be received; and

WHEREAS, the City has filed with the LGC an application for the approval and private sale without advertisement of the 2025 Bond, and expects to receive approval of the First Amendment by the LGC at its April 1, 2025 Meeting;

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

Section 1. ***Ratification of Action.*** All actions of the City, the Mayor, the City Clerk (the "*Clerk*"), the City Manager, the Financial Services Director, the City Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the First Amendment.

Section 2. ***Authorization to Execute the First Amendment.*** The City approves the financing of the 2025 Project in accordance with the terms of the First Amendment, which will be a valid, legal and binding obligation of the City in accordance with its terms. The form and content of the First Amendment are hereby in all respects authorized, approved and confirmed, and the Mayor, the Clerk, the City Manager, the Financial Services Director and their respective designees (the "*Authorized Officers*") are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the First Amendment, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City's approval of any and all changes, modifications, additions or deletions therein from the form and content of the First Amendment presented to the City Council. From and after the execution and delivery of the First Amendment, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Amendment as executed.

Section 3. ***City Representative.*** The Authorized Officers, individually and collectively, are each hereby designated as the City's Representative to act on behalf of the City in connection with the transactions contemplated by the First Amendment, and the Authorized Officers are authorized to proceed with the transactions contemplated by the First Amendment in accordance with the First Amendment and to seek opinions as a matter of law from the City Attorney, which the City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated by this Resolution as required by law. The City's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary or appropriate to consummate the transactions contemplated by the First Amendment and their ongoing administration or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 4. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. ***Repealer.*** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 6. ***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 COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**" duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 24th 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)

PPAB 12092411v2