

City of High Point

*Britt Moore, Chair
Jason, Ewing, Wesley Hudson
Victor Jones*



Meeting Agenda

Thursday, October 3, 2019

4:00 PM

3rd Floor Conference Room

Finance Committee

*Britt Moore, Chair
Jason, Ewing, Wesley Hudson
Victor Jones*

FINANCE COMMITTEE - Council Member Britt W. Moore, Chair

[2019-425](#) Resolution - Sale of City Owned Property - 1018 E. Green Drive
City Council is requested to adopt a resolution accepting the offer of \$2,300 and authorizing the sale of the surplus City owned property located at 1018 E. Green Drive.

Attachments: [1. Sale of City Owned Property - 1018 Green](#)

[2019-426](#) Deed of Correction - 1422 - 1424 Johnson Street Properties
City Attorney's office is requesting City Council approval to grant a correction deed to release ownership rights of City owned property located at 1424 Johnson Street.

Attachments: [2. Deed of Correction](#)

[2019-427](#) Contract - Shealy Electrical - Pad Mount Transformers
City Council is requested to award a contract to Shealy Electrical in the amount of \$111,630 for the purchase of three (3) 2,500kVA pad mount transformers.

Attachments: [3. Pad Mounted Transformers](#)

[2019-428](#) Contract - Willard Dairy Road/Kendall Road - Water Main Extension
City Council is requested to award a contract to Breece Enterprises Inc. in the amount of \$630,948.00 for water main extensions to Willard Dairy Road/Kendall Road to improve water quality, fire protection and provide future services to residential and commercial development.

Attachments: [4. Willard Dairy Rd and Kendale Rd Water Main Extensions](#)

[2019-429](#) Contract - Johnson Controls Security System - Parks & Recreation
City Council is requested to approve an amendment to a contract with Johnson Controls Security Solutions, LLC in the amount of \$106,541.80 to provide security services at City Parks and Recreation facilities.

Attachments: [5. Johnson Controls Contract - Amendment 2 September 2019](#)

[2019-430](#) Resolution - High Point Theatre/International Market Center HVAC Lease Amendment

Council is requested to adopt a resolution approving the Seventh Amendment to the original lease to standardize the HVAC expenses for the High Point Theatre to allow for consistent budgeting.

Attachments: [6. IMC Theatre HVAC 7th Lease Amendment](#)
[Legal Advertisement](#)

[2019-431](#) WSSU Football Program
City Council is requested to approve funding in the amount of \$5,000 to provide 2000 tickets for youth in High Point to attend a football game between Winston Salem State University and St. Augustine University being held Saturday, October 19th at the Simeon Stadium.

Attachments: [7. WSSU Football donation](#)

[2019-432](#)

Budget Ordinance Amendment - High Point Community Foundation
City Council is requested to approve a budget ordinance amendment to appropriate funds in the amount of \$761,123 for a pass-through grant received from the High Point Community Foundation for the High Point Baseball Inc. for capital team expense.

Attachments: [8. Community Foundation Pass Through Grant amendment](#)

[2019-445](#)

Contract - Samet Corporation - New High Point Police
Headquarters/Communications Center
Council is requested to approve an early construction package to Samet Corporation in an amount not to exceed \$5,017,482.00 for the construction renovations to the new High Point Police Headquarters and Communications Center. Approving this early package will allow for work to begin immediately on the building.

Attachments: [9. Early Construction Contract - Samet Corp - New HPPD](#)

PENDING ITEMS

[2018-169](#)

Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)
City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and authorize the City Manager to execute the agreement.

Attachments: [7. Amendment to Lease Agreement - Crown Castle](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Leachate Pond Closure and Tank Cleaning

From: Terry Houk – Public Services Director
Robby Stone – Asst. Director Public Services

Meeting Date: February 18, 2019

Public Hearing: N/A

Advertising Date: December 19, 2018

Advertised By: Purchasing

Attachments: Attachment A – Engineer Recommendation Letter and Bid Information
Attachment B - Bid Recommendation Form

PURPOSE: The City budgeted for the closure of a leachate pond and cleaning the leachate tank at the Kersey Valley Landfill. The City has developed a project and gained appropriate approvals from officials to close and eliminate the leachate pond and clean the leachate tank which is a redundant backup for the current system configuration. Bids for these improvements were opened on January 30, 2019 which consisted of activities to complete the items mentioned above.

BACKGROUND: The City of High Point operates the Kersey Valley Landfill. As rainwater falls on the landfill and mixes with waste, the end product is leachate. Part of the leachate was gravity fed to a leachate pond and then pumped and hauled to the Eastside Waste Water Treatment Plant. Leachate from other portions of the landfill were pumped to the leachate tank and then pumped and hauled to the Eastside Waste Water Treatment Plant. The previous landfill expansion installed a pump station that eliminates the need for the leachate pond and continuous pumping and hauling.

BUDGET IMPACT: Funds for this project are in the Solid Waste funds.

RECOMMENDATION / ACTION REQUESTED: The Public Services Department recommends approval and asks for the Council to award the project to TA Loving, Inc. in the amount of \$362,575.50.



Leachate Pond



Leachate Tank



ADDRESS

14 N. Boylan Avenue, Raleigh NC 27603

TEL

919.828.0577

WEB

www.smithgardnerinc.com

February 6, 2019

Mr. Robby Stone, P.E., Assistant Director
City of High Point - Department of Public Services
211 South Hamilton Street
High Point, NC 27260

**RE: City of High Point - Kersey Valley MSW Landfill
Leachate Pond Closure and Tank Cleaning
Certified Bid Tabulation & Recommendation for Contractor Selection**

Dear Robby:

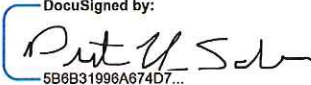
Smith Gardner, Inc. (S+G) is pleased to present you with the results of the bidding for the Leachate Pond Closure and Tank Cleaning project, which bid on January 30, 2019 at 2:00 p.m. The results of the bid are as follows below (Also, **attached** is a certified tabulation of each bid received.). No alternates were considered for this project.

BIDDER		TOTAL BASE BID PRICE
1.	T.A. Loving Company	\$ 362,575.50
2.	SCS Field Services, Inc.	\$ 383,260.00
3.	Piedmont Industrial Services, Inc.	\$ 616,881.00

Based on the bid results, T.A. Loving Company (T.A. Loving) is the clear low bidder. Whereas S+G has no direct experience with T.A. Loving experience related to utility and other complex projects, including work for the City of High Point. Thus, S+G recommends that this project be awarded to T.A. Loving Company of Goldsboro, NC for the base bid of \$362,575.50.

Please contact me at your earliest convenience if you have any questions or if you need any additional information.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:


Pieter K. Scheer, P.E.
Vice President, Senior Engineer
pieter@smithgardnerinc.com



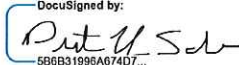
2/6/2019

Attachment: Certified Bid Tabulation
cc: Erik Conti, City of High Point

BID TABULATION				BIDDER: T.A. Loving Company		SCS Field Services, Inc.		Piedmont Industrial Services, Inc.	
City of High Point - Kersey Valley Landfill - Leachate Pond Closure and Tank Cleaning				ADDRESS: 400 Pateltown Road		11260 Roger Bacon Drive, Suite 300		1690 Lowry Street	
January 30, 2019, 2:00 p.m.				Goldsboro, NC 27533		Reston, VA 20190		Winston-Salem, NC 27101	
NC CONTRACTOR LICENSE NO. 325				43125		49751			
BASE BID SCHEDULE A:									
PAY ITEM NUMBER	ITEM DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.0	Clean Leachate Storage Tank	1	LS	LS	\$56,339.00	LS	\$53,700.00	LS	\$43,800.00
2.0	Leachate Storage Pond Removal	-----	-----	-----	-----	-----	-----	-----	-----
2.1	1. Remove Existing Liquid	1	LS	LS	\$1,557.00	LS	\$6,830.00	LS	\$3,700.00
2.2	2. Remove Existing Sediments	1	LS	LS	\$3,115.00	LS	\$26,430.00	LS	\$129,419.00
2.3	3. Remove Existing Fencing and HDPE Geomembrane	1	LS	LS	\$8,955.00	LS	\$34,445.00	LS	\$9,840.00
2.4	4. Remove and Cap Existing PVC Pipe	1	LS	LS	\$1,557.00	LS	\$1,775.00	LS	\$7,100.00
2.5	5. Remove Existing Outlet Pipe and Manhole	1	LS	LS	\$2,336.00	LS	\$1,700.00	LS	\$7,934.00
2.6	6. Remove Impacted Subgrade Soils and Backfill w/ Clean Structural Fill	1,500	CY	\$15.50	\$23,250.00	\$24.55	\$36,825.00	\$64.47	\$96,700.00
2.7	7. Install Silt Fence, Culvert, and Rip Rap Apron	1	LS	LS	\$7,008.00	LS	\$12,730.00	LS	\$18,480.00
2.8	8. Backfill Pond to EL. 765 and Grade to Drain to New Culvert	4,000	CY	\$8.60	\$34,400.00	\$9.70	\$38,800.00	\$13.14	\$52,560.00
3.0	Phase 3 Sump Improvements	-----	-----	-----	-----	-----	-----	-----	-----
3.1	Earthwork	1	LS	LS	\$3,375.00	LS	\$15,500.00	LS	\$3,300.00
3.2	Pump Enclosure	1	LS	LS	\$53,039.00	LS	\$31,550.00	LS	\$26,600.00
3.3	Pumps (2 Including Spare) and 2" Diam. Suction Hose and Fittings (Includes Intake Screen and Foot Valve)	1	LS	LS	\$25,245.00	LS	\$17,500.00	LS	\$18,715.00
3.4	Flow Meter Assembly (Incl. Flow Meter)	1	LS	LS	\$10,665.00	LS	\$10,015.00	LS	\$9,030.00
3.5	2" Diam. HDPE (DR 11) Pipe and Fittings (Includes Connection to Manhole)	1	LS	LS	\$1,489.00	LS	\$4,150.00	LS	\$7,800.00
3.6	6" Diam. PVC (SCH 80) Pipe and Fittings (Includes P-Trap and Cleanout and Connection to Manhole)	1	LS	LS	\$22,650.00	LS	\$5,715.00	LS	\$7,400.00
3.7	2-Inch Ball Valves (Qty. = 2)	1	LS	LS	\$390.50	LS	\$920.00	LS	\$500.00
3.8	Pump Controls	1	LS	LS	\$17,508.00	LS	\$9,850.00	LS	\$16,396.00
3.9	Connection to Electrical Service	1	LS	LS	\$6,152.00	LS	\$4,250.00	LS	\$14,102.00
3.10	Phase 3 Sump Improvements Electrical Work	1	LS	LS	\$48,046.00	LS	\$28,550.00	LS	\$58,000.00
3.11	Aggregate Surfacing	1	LS	LS	\$5,454.00	LS	\$4,515.00	LS	\$2,600.00
4.0	Erosion and Sedimentation Control	-----	-----	-----	-----	-----	-----	-----	-----
4.1	Erosion Control Blanket	1,000	SY	\$2.70	\$2,700.00	\$3.23	\$3,230.00	\$3.17	\$3,170.00
4.2	Revegetation of Disturbed Areas	1	AC	\$3,417.00	\$3,417.00	\$2,690.00	\$2,690.00	\$3,675.00	\$3,675.00
5.0	Surveying	1	LS	LS	\$5,800.00	LS	\$8,045.00	LS	\$10,218.00
6.0	Bonds, Mobilization, & Insurance	1	LS	LS	\$18,128.00	LS	\$23,525.00	LS	\$66,816.00
TOTAL BASE BID PRICE - SCHEDULE A:					\$362,575.50		\$383,260.00		\$616,881.00
IRREGULARITIES:					NONE		NONE		NONE

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.

SMITH GARDNER, INC.

DocuSigned by:

 586B31998A674D7...

Pieter K. Scheer, P.E.
 Project Manager





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services - Landfill Division**

COUNCIL AGENDA DATE: **February 18, 2019**

BID NO.: **26-013019** CONTRACT NO.: DATE OPENED: **Jan 30, 2019**

DESCRIPTION:

Closing/eliminating the leachate collection pond and cleaning the leachate tank.

PURPOSE:

The City budgeted for the closure of a leachate pond and cleaning the leachate tank at the Kersey Valley Landfill. The City has developed a project and gained appropriate approvals from officials to close and eliminate the leachate pond and clean the leachate tank which is a redundant backup for the current system.

COMMENTS:

The previous landfill expansion installed a pump station that eliminates the need for the leachate pond and continuous pumping and hauling.

RECOMMEND AWARD TO: **TA Loving Company** AMOUNT: **362,575.50**

JUSTIFICATION:

TA Loving Company was the lowest responsible bidder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
661749	533701	661171002305	40202	362,575.50
TOTAL BUDGETED AMOUNT				\$362,575.50

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2019.02.06 13:41:51 -05'00' DATE: **Feb 6, 2019**

The Purchasing Division concurs with recommendation submitted by the **Public Services** and recommends award to the lowest responsible, responsive bidder **TA Loving Company** in the amount of \$ **362,575.50**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2019.02.06 15:35:32 -05'00' DATE: **Feb 6, 2019**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Kelly Latham** Digitally signed by Kelly Latham
DN: cn=Kelly Latham, o, ou,
email=kelly.latham@highpointnc.gov, c=US
Date: 2019.02.08 11:04:26 -05'00' DATE: **Feb 8, 2019**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
Date: 2019.02.08 11:52:34 -05'00' DATE: **Feb 8, 2019**

DRAWN BY: JoAnne Carlyle, High Point City Attorney
P. O. Box 230, High Point, NC 27261

MAIL TO Grantee: William T. Alston, P O Box 4757, High Point, NC 27263
Doc. stamps: Exempt

Property: Tax Parcel # 171732 Address: 1018 E. Green Drive, High Point, NC

**NORTH CAROLINA
GUILFORD COUNTY**

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this _____ day of _____, 2019 by and between the **CITY OF HIGH POINT**, a North Carolina Municipal Corporation (P.O Box 230, High Point, NC 27261) hereinafter referred to as the GRANTOR, and, **WILLIAM T. ALSTON & wife BETTYE ALSTON**, (P.O. Box 4757, High Point, NC 27263), hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, the GRANTOR, subject to the conditions set forth an in further consideration of the sum of Two-thousand, three-hundred dollars and No/100's \$2,300.00 to it paid by GRANTEE, the receipt of which is hereby acknowledged, has quitclaimed and by these presents, does quitclaim unto GRANTEE, its successors and assigns, all right, title and interest which it has in and to the tract or parcel of land in the County of Guilford, State of North Carolina, High Point Township, and more particularly bounded and described as follows:

See attached "Exhibit A"

The property hereinabove described was acquired by the GRANTOR by instrument recorded in Book 7663, Page 1846.

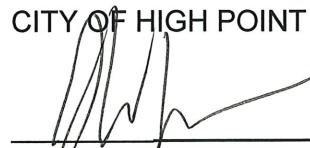
TO HAVE AND TO HOLD, the aforesaid tract or parcel of land and all privileges thereunto belonging to the GRANTEE, its successors and/or assigns, free and discharged from all right, title, claim or interest of the GRANTOR and subject to any easements, restrictions, and right-of-way, if any, and ad valorem taxes for current and subsequent years.

GRANTOR makes no warranty, express or implied, as to the title of the Property.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its corporate name by its Mayor, attested by its Clerk, the day and year first written above.

CITY OF HIGH POINT

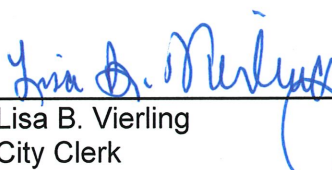
By:



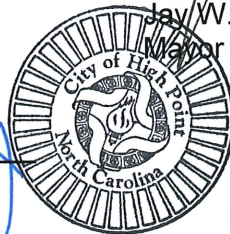
Jay W. Wagner

Mayor of the City of High Point

Attest:



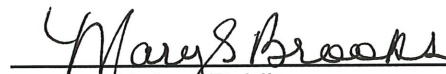
Lisa B. Vierling
City Clerk



NORTH CAROLINA
GUILFORD COUNTY

I, Mary S. Brooks, a Notary Public of Guilford County and State aforesaid, do hereby certify that Lisa B. Vierling personally appeared before me this day and acknowledged that she is City Clerk of the City of High Point, and that by authority duly given and as an act of the said City, the foregoing instrument was signed in its name by its Mayor, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 4th day of November, 2019.


Notary Public

My commission expires:

7-26-2023

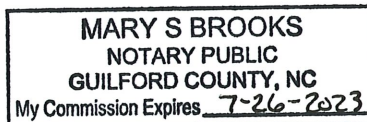


EXHIBIT "A"

BEGINNING at an iron pin located North 02° 40' 10" East 29.39 feet from an iron pin in the eastern boundary line of the property owned by Song Kyun Chong and Ju Hee Chong in Deed Book 4216 at Page 337 and intersecting with an undeveloped 12 feet concrete alley and proceeding North 02° 40' 10" East along the eastern boundary of the property owned by Song Kyun Chong and Ju Hee Chong 40.00 feet to an iron pin; thence South 79° 30' 19" East 28.92 feet to an iron pin; thence South 08° 18' 41" West 40.00 feet to an iron pin; thence North 78° 43' 05" West 25.00 feet to the point and place of BEGINNING, consisting of 1,072 square feet all according to a survey prepared by Mark Terry & Associates, Inc. RLS, dated December 9, 1998 and December 22, 1998, entitled, "Survey for Darryl McCarroll" and designated as Job No. 6565-99-78.

Said property being known as 1018 East Green Drive, High Point, North Carolina and designated as Guilford county tax parcel # 171732

CITY OF HIGH POINT

AGENDA ITEM



Title: Pad Mount Transformers 2,500 kVA
Bid No. 07-090619

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: 10/07/19

Public Hearing: N/A

Advertising Date: 9/06/19

Advertised By: N/A

Attachments: Attachment A: Bid Tabulation

PURPOSE:

On September 6th, the City received bids for three (3) 2,500 kVA pad mount transformers.

BACKGROUND:

These units are to replenish stock in the warehouse.

BUDGET IMPACT:

Funds are available in the 2019-2020 budget.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittals from four (4) bidders, Anixter Power (GE Grid Solutions, LLC) submitted the lowest quote, however, they did not fully comply with the specification. Specifically, while they indicated by initials that they would provide 600-amp high voltage bushings, the submitted specification sheet from GE indicates that they are 200-Amp and therefore were disqualified. The Electric Department is requesting City Council to award the contract to Shealy Electrical for \$111,630.00.



BIDDERS LIST & TABULATION

*** * AWARDED TO SHEALY * ***

INFORMAL BID #07-090619 - TRANSFORMER #11135					
VENDOR NAME & ADDRESS	ITEM #	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DLVRY. A.R.O.
ANIXTER POWER 5031 UNICON DR. WAKE FOREST, NC 27587 *GE	11135	3	\$36,201.00	\$108,603.00	70-80 DAYS
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	11135	3	-	NO QUOTE	-
SHEALY ELECTRICAL P.O. BOX 8597 COLUMBIA, SC 29202	11135	3	\$37,210.00	\$111,630.00	16-18 WKS.
WESCO 3025 STONYBROOK DR. RALEIGH, NC 27604	11135	3	\$50,975.00	\$152,925.00	12-14 WKS.

*Bids emailed August 15, 2019

*I have evaluated Bid #07-090619 - Transformer #11135 dated September 6, 2019 and my results are as follows:

- Shealy Electrical (WEG) wins the bid.
They submitted the lowest quote to fully comply with the Specification.
- Anixter Power (GE Grid Solutions, LLC) submitted the lowest quote, but did not fully comply with the Specification.
Specifically, while they indicated by initials that they would provide 600-Amp High Voltage Bushings, the Specification sheet from GE Grid Solutions, LLC indicates that they are 200-Amp.
- Wesco submitted the highest quote.
- Irby did not submit a quote. – per Al Ball



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Electric

COUNCIL AGENDA DATE: October 7, 2019

BID NO.: 07-090619 CONTRACT NO.: DATE OPENED: September 16, 2019

DESCRIPTION:

WHS# 11135
XFMR- PM - 2,500 KVA - 12.47 KV - GRDY Y - 480/277-3 PHASE- PER SPECIFICATIONS .

PURPOSE:

TO REPLENISH STOCK IN WAREHOUSE

COMMENTS:

IT IS THE DEPARTMENT'S RECOMMENDATION THAT THE BID BE AWARDED TO SHEALY IN THE AMOUNT OF \$111,630.00 . THIS REPRESENTS THE BEST OVERALL VALUE TO THE CITY OF HIGH POINT .

RECOMMEND AWARD TO: SHEALY AMOUNT: \$111,630.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631783	529182			\$111,630.00
TOTAL BUDGETED AMOUNT				\$111,630.00

DEPARTMENT HEAD: Garey S. Edwards Digitally signed by Garey S. Edwards
Date: 2019.09.18 09:41:55 -04'00' DATE: September 18, 2019

The Purchasing Division concurs with recommendation submitted by the Electric Department and recommends award to the lowest responsible, responsive bidder Shealy in the amount of \$ 111,630.00 .

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti
Date: 2019.09.18 11:36:55 -04'00' DATE: September 18, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2019.09.18 13:58:59 -04'00' DATE: September 18, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko
Date: 2019.09.18 14:31:20 -04'00' DATE: September 18, 2019

CITY OF HIGH POINT

AGENDA ITEM



Title: Willard Dairy Road and Kendale Road Water Main Extensions

From: Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director

Allan Hicks – Projects Engineer

Meeting Date:

October 7, 2019

Public Hearing: N/A

Advertising Date:

August 16, 2019

Advertised By:

Purchasing

Attachments: Attachment A – Award Recommendation & Certified Bid Tab

Attachment B – Project Map

PURPOSE:

The City has budgeted for a 12-inch diameter water main extension along Willard Dairy Road and an 8-inch diameter water main extension along Kendale Road. The water main extensions will improve water quality, fire protection, and provide future service to residential and commercial development within these areas.

BACKGROUND:

This project will loop existing water mains and provide service to Stonegate Subdivision along Willard Dairy Road (under construction) and Erynndale Subdivision along Kendale Road (under design). Both locations will eliminate the current need to blow off water for water quality. The Kendale Road water main extension will tie to the new watermain installed in conjunction with the Skeet Club Road NCDOT project.

BUDGET IMPACT:

Funds for this project are available in the FY 2019-2020 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Breece Enterprises Inc. in the amount of \$630,948.00.

Mr. Allan Hicks, EI
Project Engineer
Public Services Dept.
City of High Point
211 S. Hamilton Street
High Point, NC 27260

Arcadis G&M of North Carolina,
Inc.
7029 Albert Pick Road
Suite 101
Greensboro
North Carolina 27409
Tel 336 292 2271

Subject:
Kendale/Willard Dairy Water Lines
Award Recommendation and Bid Tabulation

WATER DIVISION

Dear Mr. Hicks:

Date:
September 19, 2019

On September 18, 2019 the scheduled Bid Opening for the subject project was held at the High Point City Hall. On that date three (3) bids were received and read aloud. The attached Bid Tabulation indicates the results. The lowest responsive, responsible Bidder was Breece Enterprises Inc. of High Point, NC, who holds the appropriate classification of a current Unlimited, Building and Public Utility General Contractor's license (No. 19819). Breece Enterprises offered a bid in the amount of \$633,948.00. Arcadis found a mathematical error in the bid proposal of \$3,000 in line 3. Arcadis spoke with David Breece and he confirmed the error without dispute. This revises the bid amount to \$630,948.00.

Contact:
Jeremy McCall

Phone:
336.433.2459

Email:
Jeremy.mccall@arcadis.com

Our ref:
GRHPT101.D001
GRHPT100.D001

The Bid is approximately 42% below the Engineer's Opinion of Probable Construction Cost of \$1,098,372 estimated during the Final Design Phase.

The City of High Point has worked with Breece Enterprises on other construction projects in the recent past, and they are a well-qualified and reputable construction firm. Therefore, we recommend that the City award this contract to Breece Enterprises. Should you concur with our recommendation, we will provide a Notice of Award to be executed by the City and provided to Breece Enterprises.

Mr. Allan Hicks, EI
September 19, 2019

Please contact me if you have any questions regarding this information.

Sincerely,

ARCADIS G&M of North Carolina, Inc.



Jeremy L. McCall, PE
Project Manager

Copies:

Erik Conti, Purchasing Manager, City of High Point
Derrick Boone, Assistant Public Services Director, City of High Point
David Hamilton, Account Leader, Arcadis

Enclosures:

Bid Tabulation

CITY OF HIGH POINT WILLARD DAIRY ROAD AND KENDALE ROAD WATER MAIN EXTENSIONS

WILLARD DAIRY ROAD

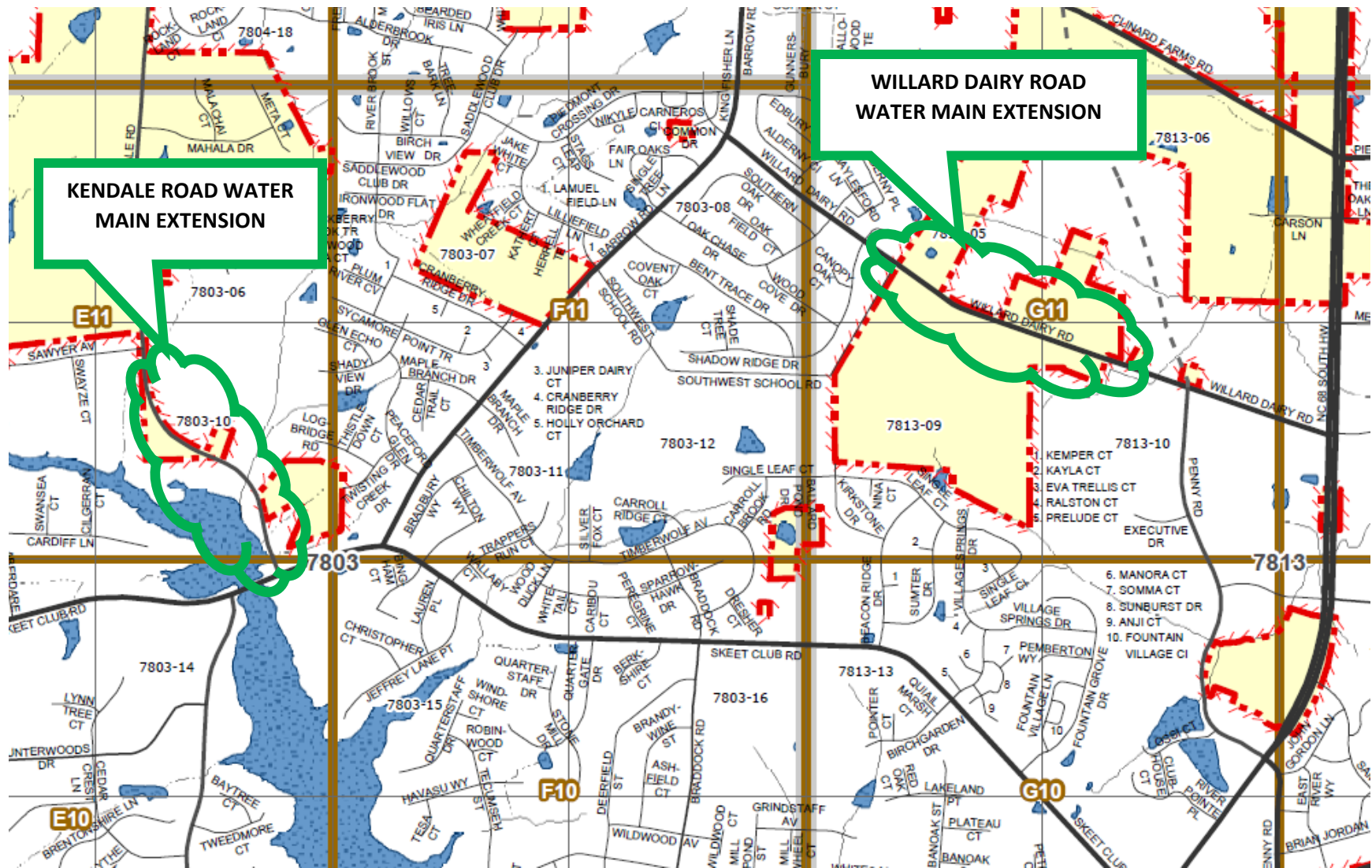
					BREECE ENTERPRISES, INC		SMITH-ROWE, LLC		YATES CONSTRUCTION CO, INC.	
Item	Section	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CHP 402	MOBILIZATION (WILLARD DAIRY ROAD)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 22,099.25	\$ 22,099.25	\$ 20,000.00	\$ 20,000.00
2	CHP 405	CONSTRUCTION STAKING (WILLARD DAIRY ROAD)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 7,623.00	\$ 7,623.00	\$ 3,500.00	\$ 3,500.00
3	CHP 203	TRENCH AND BACKFILL FOR 12" DIP	2,504	LF	\$ 30.00	\$ 75,120.00	\$ 1.00	\$ 2,504.00	\$ 52.00	\$ 130,208.00
4	CHP 203	TRENCH AND BACKFILL FOR 6" DIP	24	LF	\$ 40.00	\$ 960.00	\$ 1.00	\$ 24.00	\$ 30.00	\$ 720.00
5	CHP 205	DUCTILE IRON WATER PIPE, 12"	2,313	LF	\$ 36.00	\$ 83,268.00	\$ 77.48	\$ 179,211.24	\$ 35.50	\$ 82,111.50
6	SP	RESTRAINED JOINT DUCTILE IRON WATER PIPE, 12"	191	LF	\$ 60.00	\$ 11,460.00	\$ 182.58	\$ 34,872.78	\$ 48.00	\$ 9,168.00
7	SP	POLYETHYLENE ENCASEMENT FOR 12" DIP WATER PIPE	83	LF	\$ 35.00	\$ 2,905.00	\$ 38.37	\$ 3,184.71	\$ 4.00	\$ 332.00
8	SP	RESTRAINED JOINT DUCTILE IRON WATER PIPE, 6"	24	LF	\$ 50.00	\$ 1,200.00	\$ 145.28	\$ 3,486.72	\$ 21.00	\$ 504.00
9	CHP 207	GATE VALVE WITH BOX, 12"	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 4,044.67	\$ 4,044.67	\$ 2,700.00	\$ 2,700.00
10	CHP 207	GATE VALVE WITH BOX, 6"	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 1,860.21	\$ 7,440.84	\$ 900.00	\$ 3,600.00
11	CHP 202	3" COMBINATION AIR RELEASE VALVE WITH MANHOLE	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 6,458.19	\$ 12,916.38	\$ 5,000.00	\$ 10,000.00
12	CHP 204	#57 STONE FOR PIPE BEDDING	280	TN	\$ 30.00	\$ 8,400.00	\$ 39.93	\$ 11,180.40	\$ 35.00	\$ 9,800.00
13	CHP 204	#57 STONE FOR TRENCH STABILIZATION	210	TN	\$ 25.00	\$ 5,250.00	\$ 56.52	\$ 11,869.20	\$ 35.00	\$ 7,350.00
14	CHP 407	SELECT BACKFILL MATERIAL	450	CY	\$ 15.00	\$ 6,750.00	\$ 42.51	\$ 19,129.50	\$ 80.00	\$ 36,000.00
15	CHP 209	4.5' BURY HYDRANT	4	EA	\$ 4,000.00	\$ 16,000.00	\$ 3,724.07	\$ 14,896.28	\$ 3,600.00	\$ 14,400.00
16	CHP 209	EXTRA DEPTH FOR HYDRANTS	6	LF	\$ 500.00	\$ 3,000.00	\$ 714.63	\$ 4,287.78	\$ 400.00	\$ 2,400.00
17	CHP 207	IRON FITTINGS	2,380	LB	\$ 8.00	\$ 19,040.00	\$ 6.02	\$ 14,327.60	\$ 6.00	\$ 14,280.00
18	CHP 411	INCIDENTAL ABC STONE	70	TN	\$ 25.00	\$ 1,750.00	\$ 39.69	\$ 2,778.30	\$ 35.00	\$ 2,450.00
19	CHP 408	REMOVE & REPLACE ASPHALT DRIVEWAY	18	SY	\$ 70.00	\$ 1,260.00	\$ 234.75	\$ 4,225.50	\$ 150.00	\$ 2,700.00
20	CHP 408	REMOVE & REPLACE ROADWAY PAVEMENT	194	SY	\$ 70.00	\$ 13,580.00	\$ 112.04	\$ 21,735.76	\$ 175.00	\$ 33,950.00
21	CHP 409	REMOVE & REPLACE 6" CONCRETE FLATWORK	42	SY	\$ 70.00	\$ 2,940.00	\$ 282.02	\$ 11,844.84	\$ 85.00	\$ 3,570.00
22	SP	REMOVE & REPLACE 15" RCP	28	SY	\$ 50.00	\$ 1,400.00	\$ 144.84	\$ 4,055.52	\$ 40.00	\$ 1,120.00
23	SP	REMOVE & REPLACE 12" CMP	20	SY	\$ 50.00	\$ 1,000.00	\$ 83.51	\$ 1,670.20	\$ 40.00	\$ 800.00
24	CHP 416	CLEARING AND GRUBBING	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,050.00	\$ 6,050.00	\$ 5,000.00	\$ 5,000.00
25	CHP 505	SEEDING AND MULCHING, LAWN AREAS	4,800	SY	\$ 1.00	\$ 4,800.00	\$ 0.99	\$ 4,752.00	\$ 1.00	\$ 4,800.00
26	SP	WATTLE	37	EA	\$ 50.00	\$ 1,850.00	\$ 72.60	\$ 2,686.20	\$ 150.00	\$ 5,550.00
27	SP	TREE PROTECTION FENCE	190	LF	\$ 5.00	\$ 950.00	\$ 2.42	\$ 459.80	\$ 5.00	\$ 950.00
28	CHP 404	TRAFFIC CONTROL	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 28,628.60	\$ 28,628.60	\$ 50,000.00	\$ 50,000.00
TOTAL BID (sum of items 1-28)					\$327,883.00		\$441,985.07		\$457,963.50	

KENDALE ROAD

Item	Section	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
29	CHP 402	MOBILIZATION (KENDALE ROAD)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 17,244.92	\$ 17,244.92	\$ 20,000.00	\$ 20,000.00
30	CHP 405	CONSTRUCTION STAKING (KENDALE ROAD)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 8,107.00	\$ 8,107.00	\$ 3,500.00	\$ 3,500.00
31	CHP 203	TRENCH AND BACKFILL FOR 8" DIP	2,608	LF	\$ 25.00	\$ 65,200.00	\$ 1.00	\$ 2,608.00	\$ 46.00	\$ 119,968.00
32	CHP 203	TRENCH AND BACKFILL FOR 6" DIP	20	LF	\$ 25.00	\$ 500.00	\$ 1.00	\$ 20.00	\$ 26.00	\$ 520.00
33	CHP 206	BORE 8" WATER LINE	39	LF	\$ 50.00	\$ 1,950.00	\$ 1,072.32	\$ 41,820.48	\$ 250.00	\$ 9,750.00
34	CHP 205	DUCTILE IRON WATER PIPE, 8"	2,608	LF	\$ 30.00	\$ 78,240.00	\$ 49.05	\$ 127,922.40	\$ 26.50	\$ 69,112.00
35	SP	RESTRAINED JOINT DUCTILE IRON WATER PIPE, 8"	36	LF	\$ 50.00	\$ 1,800.00	\$ 220.09	\$ 7,923.24	\$ 35.00	\$ 1,260.00
36	SP	POLYETHYLENE ENCASEMENT FOR 8" DIP WATER PIPE, DOUBLE WRAPPED	60	LF	\$ 30.00	\$ 1,800.00	\$ 55.06	\$ 3,303.60	\$ 4.00	\$ 240.00
37	CHP 205	DUCTILE IRON WATER PIPE, 6"	20	LF	\$ 30.00	\$ 600.00	\$ 158.27	\$ 3,165.40	\$ 27.00	\$ 540.00
38	CHP 414	STEEL ENCASEMENT BY BORING AND JACKING METHOD, 16"	35	LF	\$ 700.00	\$ 24,500.00	\$ 136.89	\$ 4,791.15	\$ 850.00	\$ 29,750.00
39	CHP 207	GATE VALVE WITH BOX, 8"	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,018.99	\$ 4,037.98	\$ 1,350.00	\$ 2,700.00
40	CHP 207	GATE VALVE WITH BOX, 6"	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 1,873.78	\$ 7,495.12	\$ 900.00	\$ 3,600.00
41	CHP 202	2" COMBINATION AIR RELEASE VALVE WITH MANHOLE	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,170.61	\$ 5,170.61	\$ 4,075.00	\$ 4,075.00
42	CHP 204	#57 STONE FOR PIPE BEDDING	290	TN	\$ 30.00	\$ 8,700.00	\$ 39.93	\$ 11,579.70	\$ 35.00	\$ 10,150.00
43	CHP 204	#57 STONE FOR TRENCH STABILIZATION	220	TN	\$ 25.00	\$ 5,500.00	\$ 56.56	\$ 12,443.20	\$ 35.00	\$ 7,700.00
44	CHP 407	SELECT BACKFILL MATERIAL	470	CY	\$ 15.00	\$ 7,050.00	\$ 42.46	\$ 19,956.20	\$ 80.00	\$ 37,600.00
45	CHP 209	4.5' BURY HYDRANT	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 3,724.07	\$ 14,896.28	\$ 3,600.00	\$ 14,400.00
46	CHP 207	IRON FITTINGS	1,015	LB	\$ 8.00	\$ 8,120.00	\$ 8.16	\$ 8,282.40	\$ 6.00	\$ 6,090.00
47	CHP 411	INCIDENTAL ABC STONE	100	TN	\$ 25.00	\$ 2,500.00	\$ 39.69	\$ 3,969.00	\$ 35.00	\$ 3,500.00
48	CHP 416	CLEARING AND GRUBBING	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,050.00	\$ 6,050.00	\$ 5,000.00	\$ 5,000.00
49	CHP 505	TEMPORARY SILT FENCE	2,351	LF	\$ 5.00	\$ 11,755.00	\$ 2.42	\$ 5,689.42	\$ 5.00	\$ 11,755.00
50	CHP 505	STONE OUTLET FOR SILT FENCE	11	EA	\$ 400.00	\$ 4,400.00	\$ 272.25	\$ 2,994.75	\$ 300.00	\$ 3,300.00
51	CHP 505	SEEDING AND MULCHING, LAWN AREAS	5,200	SY	\$ 1.00	\$ 5,200.00	\$ 0.99	\$ 5,148.00	\$ 1.00	\$ 5,200.00
52	SP	WATTLE	5	EA	\$ 50.00	\$ 250.00	\$ 72.60	\$ 363.00	\$ 150.00	\$ 750.00
53	CHP 404	TRAFFIC CONTROL	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 19,916.60	\$ 19,916.60	\$ 50,000.00	\$ 50,000.00
TOTAL BID (sum of items 29-53)					\$ 303,065.00		\$ 344,898.45		\$ 420,460.00	
GRAND TOTAL (Items 1 -53)					\$630,948.00		\$786,883.52		\$878,423.50	

BID TOTAL DIFFERENT DUE TO
CONTRACTOR MATH ERROR IN
LINE ITEM 3

WILLARD DAIRY ROAD AND KENDALE ROAD WATER MAIN EXTENSIONS





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **Oct 7, 2019**

BID NO.: **06-091819** CONTRACT NO.: DATE OPENED: **Sep 18, 2019**

DESCRIPTION:

Willard Dairy Road and Kendale Road Water Main Extensions

PURPOSE:

The City has budgeted for a 12-inch diameter water main extension along Willard Dairy Road and an 8-inch diameter water main extension along Kendale Road. The water main extensions will improve water quality, fire protection, and provide future service to residential and commercial development within these areas.

COMMENTS:

This project will loop existing water mains and provide service to future residential subdivisions and commercial developments. The Kendale Road water main extension is approximately 2,600 lf and the Willard Dairy Road water main extension is approximately 2,500 lf.

RECOMMEND AWARD TO: **Breece Enterprises Inc.** AMOUNT: **\$630,948.00**

JUSTIFICATION:

Breece Enterprises Inc. was the low bidder of the three (3) qualified bids that were submitted at bid opening on 9/18/19.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421191029805	40202	327,883.00
421779	533701	421191029905	40202	303,065.00
TOTAL BUDGETED AMOUNT				630,948.00

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk Date: 2019.09.23 18:35:18 -04'00' DATE: **Sep 23, 2019**

The Purchasing Division concurs with recommendation submitted by the **Public Services Dept.** and recommends award to the lowest responsible, responsive bidder **Breece Enterprises Inc.** in the amount of \$ **630,948.00**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti Date: 2019.09.26 13:24:08 -04'00' DATE: **Sep 26, 2019**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2019.09.26 13:26:54 -04'00' DATE: **Sep 26, 2019**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko Date: 2019.09.26 14:19:45 -04'00' DATE: **Sep 26, 2019**

CITY OF HIGH POINT

AGENDA ITEM



Title: Rain for Rent
Riverdale Pump Station
Emergency Pump Bypass- Extension

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Public Services Director

Meeting Date: February 18, 2019

Public Hearing: No

Advertising Date: N/A
Advertised By: N/A

Attachments: Pictures

PURPOSE:

To increase the initial purchase order for Rain for Rent to extend the emergency bypass of the Riverdale Pump Station for an additional five (5) months to complete the initial dry well and wet repairs and to install a submersible pump that will expand the pump station.

BACKGROUND:

The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. On October 1, 2018, City Council approved an emergency purchase order for \$121,443.84 for an emergency bypass of the pump station to perform repairs to the dry well. On December 17, 2018, City Council approved an increase of the purchase order to Rain for Rent for an additional 3 months (December, January, February) for pump rental and 24-hour pump watch to repair the dry well and wet well of the pump station for a total amount of \$605,325.39.

BUDGET IMPACT:

Funding for the emergency bypass and the Riverdale Pump Station repairs will come out of the capital project budget .

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is recommending that Council approve the increase in the emergency purchase order for Rain for Rent from \$605,325.39 to the amount of \$1,261,794.64.



Picture of Riverdale Pump Station Bypass



Picture of Riverdale Pump Station Bypass

CITY OF HIGH POINT

AGENDA ITEM



Title: Johnson Controls Security System Contract Amendment

From: Lee Tillery –Parks and Recreation Director

Meeting Date: October 7, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Agreement for Services – July 2017

Attachment B – Second Amendment to Agreement for Services – September 2019

PURPOSE:

Amendment of an existing contract with Johnson Controls Security Solutions, LLC to provide security services at 15 different Parks and Recreation facilities. The amended cost will be \$106,541.80 which now requires City Council approval.

BACKGROUND:

Johnson Controls Security Solutions, LLC is currently under a 5 year contract that began in July 2017 to provide security and fire alarm services at 12 locations. With this amendment, three additional locations will be added to this contract and the additional cost of equipment and monitoring now pushes the contract over \$90,000. Updated panels are now in place where we can better monitor services and separate security and fire controls. This will allow us more control remotely, centralize management of systems and improve overall operations. Scope of work for the various sites includes burglar and fire alarm monitoring, Mobile Security Management services, annual maintenance as well as data source access.

BUDGET IMPACT:

Funds for this project are included in the operating budget in “Monitoring Services” for Parks and Recreation .

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve amended contract with Johnson Controls Security Solutions, LLC in the amount of \$106,541.80.



**NORTH CAROLINA
GUILFORD COUNTY**

**SECOND AMENDMENT TO
AGREEMENT FOR SERVICES CONTRACT**

THIS SECOND AMENDMENT TO AGREEMENT FOR SERVICES CONTRACT ("Amendment") made this the 30th day of September, 2019 by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, with a principal place of business of 211 South Hamilton Street, High Point, NC 27260 ("City") and **JOHNSON CONTROLS SECURITY SOLUTIONS LLC (f.k.a. Tyco Integrated Security LLC)** a limited liability company authorized to do business in the State of North Carolina, with a principal place of business of 4700 Exchange Court, Suite 300, Boca Raton, FL 33431-4450 ("Service Provider").

BACKGROUND

WHEREAS, the City and the Service Provider entered into a service contract dated July 25, 2017 to provide services for fire and security monitoring ("Agreement") and Amendment I dated September 22, 2017; and

WHEREAS, Section XI, Item C of the Agreement allows for changes or modifications in the Services of the Agreement if mutually agreed upon in writing, signed by the parties; and

WHEREAS, the City and Service Provider wish to amend the Agreement and Amendment I by the following written changes. All other items not expressly amended herein shall remain in full force; and

NOW, THEREFORE, the City and Service Provider, in consideration of their mutual covenants contained herein, agree to amend the Agreement and Amendment I through the following terms:

(1) **SECTION V. PAYMENT – A.** Total Payment is hereby amended as follows:

A. **Total Payment.** The City will pay the Service Provider the total amount per Attachment B of \$106,541.80 for the Service Provider's full provision of the Services.

(2) Attachment A and Attachment B to the Agreement and to Amendment I are hereby deleted in their entirety and replaced with **Attachment A** and **Attachment B** to this Amendment.

IN WITNESS WHEREOF, the City and Service Provider have caused this Amendment to be executed on the day and year first written above by their duly authorized representatives.

Signatures appear on following pages

Signature Page

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in three (3) original copies on the day and year first above written by their duly authorized representatives.

Johnson Controls Security Solutions, LLC
Service Provider

By: _____
Member/Manager

Name above (Typed or Printed)

Title

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledge that he/she is the _____ of Johnson Controls Security Solutions, LLC, a Limited Liability Company organized in the state of North Carolina and that by authority duly given, and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by its _____.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 2019.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

Lisa Vierling, City Clerk

By: _____
Randy E. McCaslin, Deputy City Manager

APPROVAL BY CITY ATTORNEY

Approved as to form:

JoAnne L. Carlyle, City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

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

Bobby D. Fitzjohn, Director of Financial Services

Date: _____

1. Allen Jay Recreation Center**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.

2. Deep River Rec Center**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED
6. Fire Alarm (Other) Monitoring PROVIDED
7. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
8. 2 Phone Lines, Daily Dialer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.
1. Tyco to reprogram existing EST Fire Alarm system as now installed.

3. Morehead Recreation Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 2 Phone Lines, Daily Dialer Test Services PROVIDED

3.1 Morehead Recreation Center**Services to be Provided:**

1. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
2. Mobile Security Management Service PROVIDED
3. Sole Path Cellular Daily Timer Test Services PROVIDED
4. DataSource Service PROVIDED

Qty. Product name

1. Vista-128 kit; inc Vista-128BPT control, 6160 keypad, 1361 transformer, WAVE2 siren, jack, cord
Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell IP and GSM (4G) Digital Cellular Communicator
1. JCI to removed existing Burglar Alarm points from Fire Alarm Panel.
- 1.

4. Oakview Recreation Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 1 Phone Line No Daily Dialer Test/No Backup Services PROVIDED

4.1 Oakview Recreation Center**Services to be Provided:**

1. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
2. Mobile Security Management Service PROVIDED
3. Sole Path Cellular Daily Timer Test Services PROVIDED
4. DataSource Service PROVIDED

Qty. Product name

1. Vista-128 kit; inc Vista-128BPT control, 6160 keypad, 1361 transformer, WAVE2 siren, jack, cord
Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell IP and GSM (4G) Digital Cellular Communicator
1. JCI to removed existing Burglar Alarm points from Fire Alarm Panel.
- 1.

5. Piedmont Environmental Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. ECP,ISOLATOR ECP-ISO
1. Vista 128 Package with Fire/Burg Control Panel, Red Fire Keypad, and Supervised Dialer
2. Battery, Sealed Lead-Acid, 12 Volt, 12Ah, F2 Connector
1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
3. Minature VPLEX Serial Interface Device (converts any hardwired device to VPLEX)
1. Permit Fees
1. Inspections - Fire or Card Access or Low Voltage
1. All hardwiring of 110vac to control panels as needed by TycoIS is to be supplied by others.
1. 110vac power for fire alarm is to be on a dedicated 20 amp circuit and locked in the "on" position
1. Any additional changes requested by AHJ will be at an additional charge.
1. POC - Customer Owned Equipment
1. Programming
3. Fire Zones
1. Test FA/BA systems
1. Phone lines can be cancelled at this location upon successful system conversion.

6. Senior Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing V32FBP.
1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Phone lines can be cancelled upon successful conversion of system.

7. Southside Recreation Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Phone lines can be cancelled upon the successful system conversion.
1. Programming

7.1 Southside Recreation Center**Services to be Provided:**

1. Maintenance Quality Service Plan PROVIDED
2. Mobile Security Management Service PROVIDED
3. Sole Path Cellular Daily Timer Test Services PROVIDED
4. DataSource Service PROVIDED

Qty. Product name

1. BA Control Panel
1. Dailer Card
2. Battery
1. Communicator
2. Battery
8. Motion Detector
8. Veplex Monitor Module
1. Permit for Low Voltage
1. Any additional changes requested by AHJ will be at an additional charge

8. Washington Terrace Park Community Building**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing system as now installed.
1. Programming
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Phone lines can be cancelled upon successful system conversion.

9. Blair Park Golf - Clubhouse and Grill Room**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Phone lines can be cancelled upon the successful system conversion.
1. Programming

10. Oak Hollow Golf - Clubhouse and Grill Room**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing system as now installed.
1. Programming
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Phone lines can be cancelled upon successful system conversion.

11. Oak Hollow Marina**Services to be Provided:****Qty. Product name**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

1. Tyco to reprogram existing system as now installed.
1. Programming
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Phone lines can be cancelled upon successful system conversion.

12. PR Parks (Brentwoods Maintenance)**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Mobile Security Management Service PROVIDED,
4. Sole Path Cellular Daily Timer Test Services PROVIDED
5. Maintenance Quality Service Plan PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. KEYPAD,ALPHPA,TYCO ONLY
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Programming
1. Phone lines can be cancelled upon successful system conversion.

13. City Lake Park Marina**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wireless Receiver, UL Commercial Burg
1. Door contact
4. Wireless PIR Motion Detector
1. Misc Wire

14. Washington Terrace Park (Pool Building)**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Wireless Receiver, UL Commercial Burg
7. Door contact
1. Permit Fees
1. Miscellaneous Hardware
2. O/H Door Mini Surface Mount/SPDT
2. Door contact

15. Blair Park Maintenance Shop**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. Account Management - None
3. Guard Response and Training - None
4. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
5. Mobile Security Management Service PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Wireless Receiver, UL Commercial Burg
10. Door contact
1. Permit Fees
1. Miscellaneous Hardware
1. Profile Codes
3. O/H Door Mini Surface Mount/SPDT

Attachment B

Tyco Integrated Security Security and Fire Monitoring Systems

Location/Facility		Service Address	Customer #	Annual Charges		Total Contract Amount (3 years)
				Security	Fire	
1	Allen Jay Recreation Center	1073 E. Springfield Road, High Point, NC 27263	114827607	\$704.83		\$2,114.49
2	Deep River Rec Center	1529 Skeet Club Road, High Point, NC 27265	114827606	\$704.83	\$836.37	\$4,623.60
3	Morehead Recreation Center	101 Price Street, High Point, NC 27260	114827603	\$1,237.20		\$3,711.60
3.1	Morehead Recreation Center (new upgrade)	101 Price Street, High Point, NC 27260	114827603	\$2,069.52		\$6,208.56
4	Oakview Recreation Center	503 James Road, High Point, NC 27265	114827601	\$872.04		\$2,616.12
4.1	Oakview Recreation Center (new upgrade)	503 James Road, High Point, NC 27265	114827601	\$2,069.52		\$6,208.56
5	Piedmont Environmental Center	1220 Penny Road, High Point, NC 27265	114827605	\$1,556.84		\$4,670.52
6	Senior Center	600 N. Hamilton Street, High Point, NC 27262	114827602	\$1,522.56		\$4,567.68
7	Southside Recreation Center	401 Taylor Avenue, High Point, NC 27260	114827604	\$1,968.73		\$5,906.19
7.1	Southside Recreation Center (new upgrade)	401 Taylor Avenue, High Point, NC 27260	114827604	\$3,285.96		\$9,857.88
8	Washington Terrace Park Community Building	101 Gordon Street, High Point, NC 27260	114827595	\$654.83		\$1,964.49
9	Blair Park Golf - Clubhouse and Grill Room	1901 S. Main Street, High Point, NC 27260	114827600	\$1,068.73		\$3,206.19
10	Oak Hollow Golf - Clubhouse and Grill Room	3400 N. Centennial Street, High Point, NC 27265	114820762	\$954.84		\$2,864.52
11	Oak Hollow Marina	3431 N. Centennial Street, High Point, NC 27265	114827596	\$654.84		\$1,964.52
12	PR Parks (Brentwoods Maintenance)	1301 Brentwood Street, High Point, NC 27260	114827597	\$930.00		\$2,790.00
13	City Lake Park Marina	602 W Main St, Jamestown, NC 27282	114827598	\$830.40		\$2,491.20
14	Washington Terrace Park (Pool Building)	108 Murray Street, High Point, NC 27260	114827599	\$1,063.68		\$3,191.04
15	Blair Park Maintenance Shop	320 Nathan Hunt Dr, High Point, NC 27260	114827668	\$1,292.64		\$3,877.92

Grand TOTAL for Years 3-5 of Agreement

\$24,278.36

\$72,835.08

Years 1-2 Expenses

\$33,706.72

Contract Grand Total for the 5 Year Agreement

\$106,541.80

Note: each account should be billed quarterly.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("the Agreement") is entered into this 25th day of July, 2017, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation with a mailing address of P.O. Box 230, High Point, North Carolina 27261 ("the City"), and Johnson Controls Security Solutions, LLC (f/k/a Tyco Integrated Security, LLC), a Limited Liability Company (LLC) authorized to do business in the State of North Carolina, with a mailing address of 4700 Exchange Court, Suite 300, Boca Raton, FL 33431-4450 (969 Pinebrook Knolls Drive, Winston Salem, NC 27105) ("the Service Provider").

SERVICES

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

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

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

SECTION I. PROVISION OF THE SERVICES

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

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

SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER

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

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

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

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

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

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

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

SECTION III. RESPONSIBILITIES OF THE CITY

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

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

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is Five (5) Years from the date designated by the City for the Service Provider to begin provision of the Services ("the Commencement Date").

B. The Commencement Date. The Commencement Date is August 1, 2017.

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

SECTION V. PAYMENT

A. Total Payment. The City will pay the Service Provider the total amount per **Attachment B** of \$77,804.00, (\$15,560.72 per year) for the Service Provider's full provision of the Services.

B. Invoices.

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

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

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

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

The City of High Point
Accounts Payable
P.O. Box 230
High Point, NC 27261

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

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

SECTION VI. TERMINATION

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

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

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

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

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

SECTION VII. INDEMNIFICATION

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

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

SECTION VIII. INSURANCE

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

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

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage

shall include the indemnification obligations of the Service Provider under this Agreement;

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

4. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

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

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

SECTION IX. DISPUTE RESOLUTION

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

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

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to

cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

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

Notice to the City:

Address for hand-delivery or mailing:

**The City of High Point
Accounts Payable
P.O. Box 230
High Point, NC 27260**

Notice to the Service Provider:

Address for hand-delivery or mailing:

**Johnson Controls Security Solutions, LLC
c/o CT Corporation System, Registered Agent
160 Mine Lake Ct., Suite 200
Raleigh, NC 27615**

and

**Tyco Integrated Security, LLC
969 Pinebrook Knolls Drive
Winston Salem, NC 27105**

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

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

SECTION XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

J. Iran Divestment Act— All persons, groups, business entities, and government organizations conducting business with the City of High Point acknowledge and affirm that they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

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

We have prepared the attached affidavit. Since it is the City's responsibility to comply with E-Verify, the Consultant will be required to submit the completed E-Verify affidavit at execution of this Contract.

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

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES X, or
b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This 2nd day of August, 2017.

[Signature]
Signature of Affiant
Print or Type Name: Bradley Allen

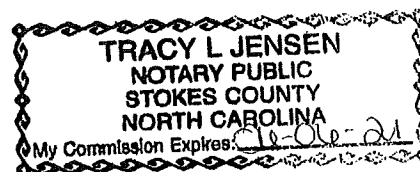
State of NC County of Forsyth

Signed and sworn to (or affirmed) before me, this the 2nd
day of August, 2017.

My Commission Expires:

06-06-21 Tracy Jensen
Notary Public

(Affix Official/Notarial Seal)



Signature Page for Limited Liability Company

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in 6 original copies on the day and year first above written by their duly authorized representatives.

Johnson Controls Security Solutions, LLC
(F/K/A Tyco Integrated Security)
Service Provider

By: [Signature]
Member/Manager

Bradley Allen
Name above (Typed or Printed)

District Sales Manager
Title

969 Pinebrook Knolls Drive
Street Address

Winston Salem, NC 27105
City/State

STATE OF North Carolina

COUNTY OF Forsyth

I, Anna Patterson, a Notary Public of the County and State aforesaid,

certify that Bradley Allen personally came before me this day and acknowledge that he/she is the Johnson Controls Security Solutions, LLC (F/K/A Tyco Integrated Security)
District Sales Manager of _____ a LLC organized in the state of North Carolina and that

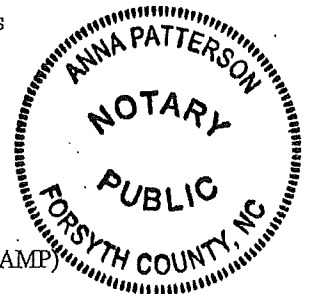
by authority duly given and as the act of the LLC, the foregoing instrument was signed in its name by its

District Sales Manager [Signature]

Witness my hand and official seal or seal, this 8th day of August, 2017.

Anna Patterson (Notary Public)

My Commission Expires: May 15, 2022



(SEAL/STAMP)

CITY OF HIGH POINT, NORTH CAROLINA
The City

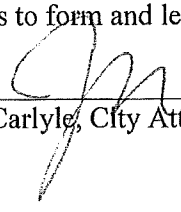
P O Box 230, High Point, NC 27261
Address

By: [Signature]
Randy E. McCaslin, Deputy City Manager

[Signature]
Lisa Vierling, City Clerk

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:



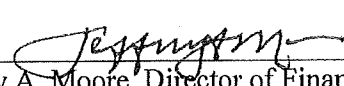
JoAnne L. Carlyle, City Attorney

Date: _____

8/17/17

APPROVAL BY FINANCE OFFICER

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



Jeffrey A. Moore, Director of Financial Services

Date: _____

8/7/2017

Attachment A

SCOPE OF WORK / SCHEDULE OF PROTECTION

1. Allen Jay Recreation Center

Address: 1073 E. Springfield Road, High Point, NC 27263

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.

2. Deep River Rec Center

Address: 1529 Skeet Club Road, High Point, NC 27265

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED
6. Fire Alarm (Other) Monitoring PROVIDED
7. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
8. 2 Phone Lines, Daily Dialer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.
1. Tyco to reprogram existing EST Fire Alarm system as now installed.

3. Morehead Recreation Center

Address: 101 Price Street, High Point, NC 27260

Services to be Provided:

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 2 Phone Lines, Daily Dialer Test Services PROVIDED

4. Oakview Recreation Center

Address: 503 James Road, High Point, NC 27265

Services to be Provided:

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 1 Phone Line No Daily Dialer Test/No Backup Services PROVIDED

5. Piedmont Environmental Center

Address: 1220 Penny Road, High Point, NC 27265

Services to be Provided:

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. ECP-ISOLATOR ECP-ISO
1. Vista 128 Package with Fire/Burg Control Panel, Red Fire Keypad, and Supervised Dialer
2. Battery, Sealed Lead-Acid, 12 Volt, 12Ah, F2 Connector
1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
8. Minature VPLEX Serial Interface Device (converts any hardwired device to VPLEX)
1. Permit Fees
1. Inspections - Fire or Card Access or Low Voltage
1. All hardwiring of 110vac to control panels as needed by TycoIS is to be supplied by others.
1. 110vac power for fire alarm is to be on a dedicated 20 amp circuit and locked in the "on" position
1. Any additional changes requested by AHJ will be at an additional charge.
1. POC - Customer Owned Equipment
1. Programming
3. Fire Zones
1. Test FA/BA systems
1. Phone lines can be cancelled at this location upon successful system conversion.

6. Senior Center
Address: 600 N. Hamilton Street, High Point, NC 27262

Services to be Provided:	Qty. Product name
1. Burglar Alarm and Fire Alarm Monitoring PROVIDED	1. Tyco to reprogram existing V32FBP.
2. Monitoring with Additional Group Service PROVIDED	1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
3. DataSource Access with Open and Close Logging PROVIDED	1. Wall Transformer Enclosure
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED	1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
	1. Phone lines can be cancelled upon successful conversion of system.

7. Southside Recreation Center
Address: 401 Taylor Avenue, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm and Fire Alarm Monitoring PROVIDED	1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
2. Monitoring with Additional Group Service PROVIDED	1. Wall Transformer Enclosure
3. DataSource Access with Open and Close Logging PROVIDED	1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED	1. Phone lines can be cancelled upon the successful system conversion.
	1. Programming

8. Washington Terrace Park Community Building
Address: 101 Gordon Street, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Tyco to reprogram existing system as now installed.
2. DataSource Service PROVIDED	1. Programming
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
4. Mobile Security Management Service PROVIDED,	1. Phone lines can be cancelled upon successful system conversion.
5. Sole Path Cellular Daily Timer Test Services PROVIDED	

9. Blair Park Golf - Clubhouse and Grill Room
Address: 1901 S. Main Street, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm and Fire Alarm Monitoring PROVIDED	1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
2. Monitoring with Additional Group Service PROVIDED	1. Wall Transformer Enclosure
3. DataSource Access with Open and Close Logging PROVIDED	1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED	1. Phone lines can be cancelled upon the successful system conversion.
	1. Programming

10. Oak Hollow Golf - Clubhouse and Grill Room
Address: 3400 N. Centennial Street, High Point, NC 27265

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Tyco to reprogram existing system as now installed.
2. DataSource Service PROVIDED	1. Programming
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
4. Mobile Security Management Service PROVIDED,	1. Phone lines can be cancelled upon successful system conversion.
5. Sole Path Cellular Daily Timer Test Services PROVIDED	

11. Oak Hollow Marina
Address: 3431 N. Centennial Street, High Point, NC 27265

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Tyco to reprogram existing system as now installed.
2. DataSource Service PROVIDED	1. Programming
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
4. Mobile Security Management Service PROVIDED,	1. Phone lines can be cancelled upon successful system conversion.
5. Sole Path Cellular Daily Timer Test Services PROVIDED	

12. PR Parks (Brentwoods Maintenance)
Address: 1301 Brentwood Street, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
2. DataSource Service PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
3. Mobile Security Management Service PROVIDED,	1. KEYPAD,ALPHA,TYCO ONLY
4. Sole Path Cellular Daily Timer Test Services PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
5. Maintenance Quality Service Plan PROVIDED	1. Wired Zone Expander; adds 8 end-of-line supervised zones
	1. Programming
	1. Phone lines can be cancelled upon successful system conversion.

13. City Lake Park Marina
Address: 602 W Main St, Jamestown, NC 27282

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wireless Receiver, UL Commercial Burg
1. Door contact
4. Wireless PIR Motion Detector
1. Misc Wire

14. Washington Terrace Park (Pool Building)
Address: 101 Gordon Street, High Point, NC 27260

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Wireless Receiver, UL Commercial Burg
7. Door contact
1. Permit Fees
1. Miscellaneous Hardware
2. O/H Door Mini Surface Mount/SPDT
2. Door contact

Attachment B

Tyco Integrated Security Estimates for Security and Fire Monitoring Systems

	Location/Facility	Address	Estimates (Annual Charges)		Total Contract Amount (5 years)
			Security	Fire	
1	Allen Jay Recreation Center	1073 E. Springfield Road, High Point, NC 27263	\$704.83		\$3,524
2	Deep River Rec Center	1529 Skeet Club Road, High Point, NC 27265	\$704.83	\$836.37	\$7,706
3	Morehead Recreation Center	101 Price Street, High Point, NC 27260	\$1,237.20		\$6,186
4	Oakview Recreation Center	503 James Road, High Point, NC 27265	\$872.04		\$4,360
5	Piedmont Environmental Center	1220 Penny Road, High Point, NC 27265	\$1,556.84		\$7,784
6	Senior Center	600 N. Hamilton Street, High Point, NC 27262	\$1,522.56		\$7,613
7	Southside Recreation Center	401 Taylor Avenue, High Point, NC 27260	\$1,968.73		\$9,844
8	Washington Terrace Park Community Building	101 Gordon Street, High Point, NC 27260	\$654.83		\$3,274
9	Blair Park Golf - Clubhouse and Grill Room	1901 S. Main Street, High Point, NC 27260	\$1,068.73		\$5,344
10	Oak Hollow Golf - Clubhouse and Grill Room	3400 N. Centennial Street, High Point, NC 27265	\$954.84		\$4,774
11	Oak Hollow Marina	3431 N. Centennial Street, High Point, NC 27265	\$654.84		\$3,274
12	PR Parks (Brentwoods Maintenance)	1301 Brentwood Street, High Point, NC 27260	\$930.00		\$4,650
13	City Lake Park Marina	602 W Main St, Jamestown, NC 27282	\$830.40		\$4,152
14	Washington Terrace Park (Pool Building)	101 Gordon Street, High Point, NC 27260	\$1,063.68		\$5,318

Grand TOTAL

\$15,560.72

\$77,804



Attachment C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2016

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

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

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-Tyco-GAWU-10-17	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: N/A INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24147 N/A
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COVERAGES CERTIFICATE NUMBER: CHI-006689568-04 REVISION NUMBER: 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY 300341	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ INC IN GEN AGG
A	AUTOMOBILE LIABILITY			MWTB 308344 (Excludes NH)	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			MWTB 308371 (NH)	10/01/2016	10/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ New Hampshire (CSL) \$ 250,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 308342 00 (AOS - see page 2) MWXS 308343 (OH & WA)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Acord 101 for additional information.

CERTIFICATE HOLDER

Evidence of Insurance
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: CN101230596

LOG #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Tyco Integrated Security LLC 4700 Exchange Court Boca Raton, FL 33431
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 1018 E. GREEN DR., HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a remnant of land consisting of 1,072 square feet (.03 acre) identified as Parcel No.171732, 1018 E. Green Drive, High Point, North Carolina (“Property”); and

WHEREAS, North Carolina Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, The City has received an offer to purchase the Property described above, in the amount of \$2,300, submitted by William T. Alston; and

WHEREAS, William T. Alston has paid the required five percent (5%) deposit on his offer;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. Accepts the offer of William T. Alston in the amount of \$2,300 and authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property, the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check.

The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

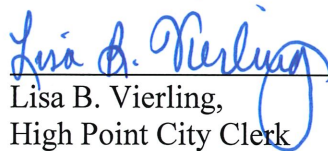
- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

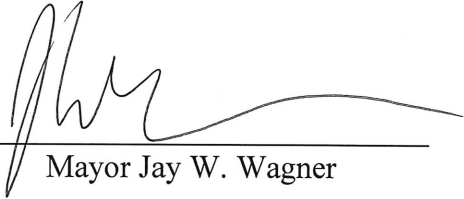
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to William T. Alston.

Adopted this the 7th day of October, 2019.

ATTEST:


Lisa B. Vierling,
High Point City Clerk




Mayor Jay W. Wagner

CITY OF HIGH POINT

AGENDA ITEM



Title: Deed of Correction – Johnson Street Properties

From: Meghan Maguire, Assistant City Attorney

Meeting Date: Monday, October 7, 2019

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Map

PURPOSE:

Request for council approval to grant a correction-deed to release the ownership rights of a city property that was thought to be sold. It's believed that the sale was initiated because Guilford county tax records showed a house was built by the adjoining owner in the 1930's on what turned out to be city land instead of the adjoining property. Tax ownership record errors caused confusion leading the City to sell the wrong lot to the adjoining owner. The correction-deed would also correct that deed from the City since it describes land it did not own.

BACKGROUND:

In 1923, a residential lot was acquired by the city for \$300 in the area of what is now 1424 Johnson St. There were numerous residential properties acquired around this time due to what was likely the depressed economy based on the amount of foreclosures on record, as well as roadway development in that area.

The county tax record indicates a house was built on the property in the 1930's on what was likely thought to be the adjoining lot, which is now 1422 Johnson St., when in fact the house was built on the City's property at 1424 Johnson St. It is likely that the adjoining owner at 1422 Johnson St., who acquired that land in 1929, was responsible for the mistake of building the house on the wrong lot.

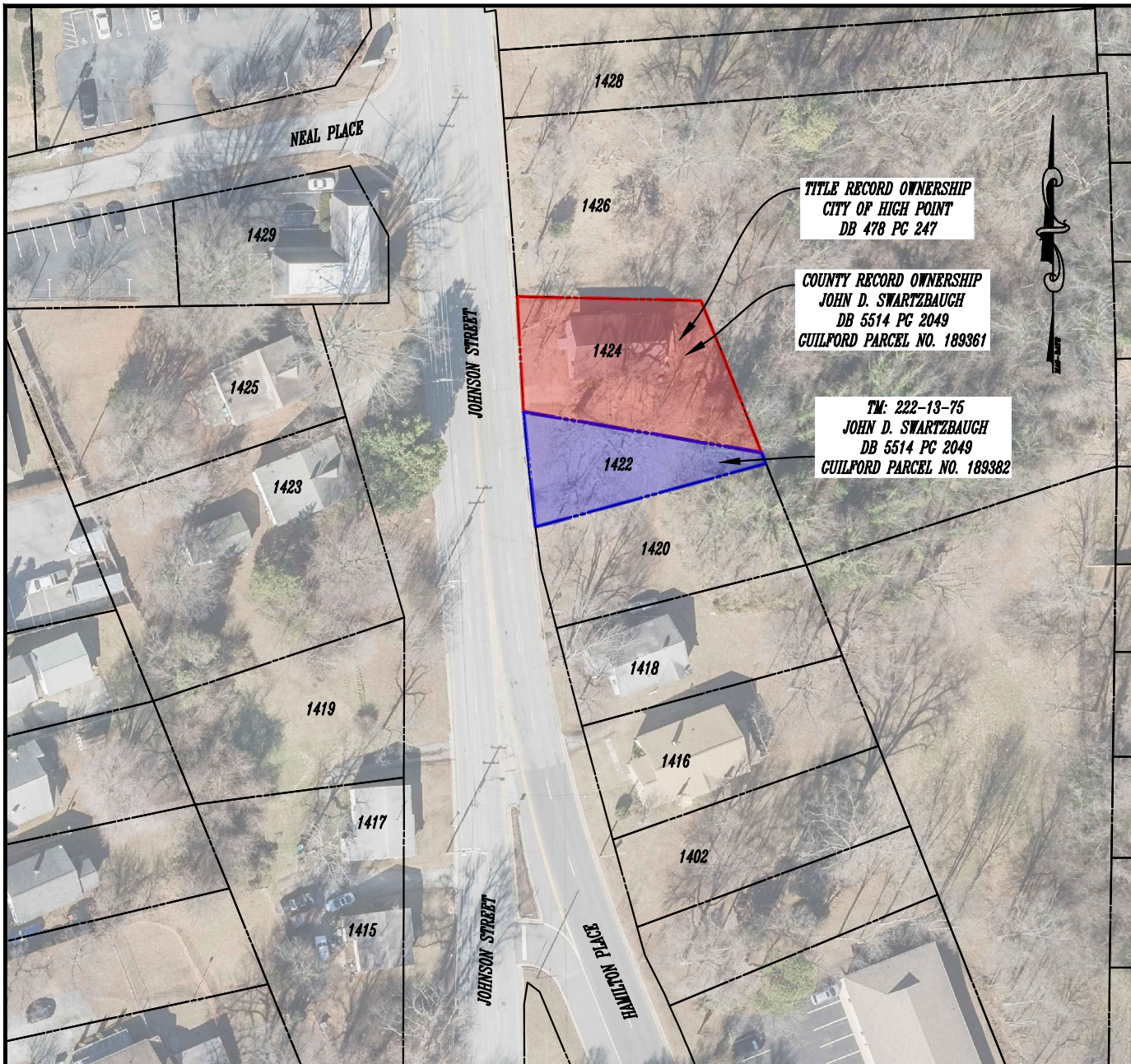
Until the 1970's all indicators point to the continued use of the house while still connected with the wrong lot. It was around that time that evidence of a privately commissioned survey on both 1424 & 1422 Johnson St. lots caused an unusual land reconfiguration that left the City's lot larger than the vacant adjoining lot and somehow caused a mix up in the property descriptions. Sometime after the survey, the county tax office was obviously provided the survey since they reconfigured the lots. It's believed that it was at this time the ownership record was switched, which changed the record on the City's land to the adjoining owner and in turn made the City the owner of the vacant lot at 1422 Johnson St. The house was then connected to the applicable land. This public ownership record remained that way, which ultimately led the City to believe they owned the vacant lot although that was not the case. In 1982, the City granted a \$400 deed for the vacant lot at 1422 Johnson St. that the tax office showed they owned. The City had no ownership rights to grant the lot since the grantee already owned it. The sale seems to have been based upon assumption that the county ownership records were correct after the record switch years earlier therefore, the wrong description was used.

In all these years, there appears to be no City need for the property. Taxes appear to have been collected on the house at least since the 1970's. There was a payment received by the City for the land it did not own.

BUDGET IMPACT:

No impact.

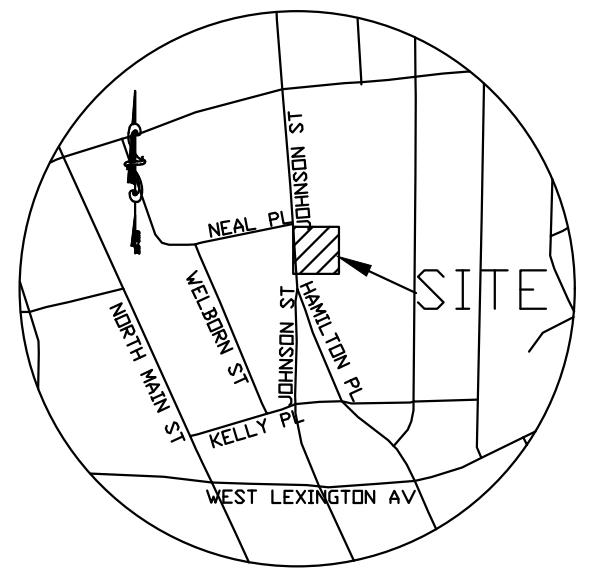
RECOMMENDATION / ACTION REQUESTED: The Assistant City Attorney recommends approval for execution of the correction deed.



TITLE RECORD OWNERSHIP
CITY OF HIGH POINT
DB 478 PG 247

COUNTY RECORD OWNERSHIP
JOHN D. SWARTZBAUGH
DB 5514 PG 2049
GUILFORD PARCEL NO. 189361

TM: 222-13-75
JOHN D. SWARTZBAUGH
DB 5514 PG 2049
GUILFORD PARCEL NO. 189382



VICINITY MAP
N.T.S.

THE INFORMATION ON THIS MAP WAS
PREPARED USING DATA FROM THE
CITY OF HIGH POINT GIS SYSTEM

CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

CORRECTION-DEED ADDRESSES FOR
1422 & 1424 JOHNSON STREET

SCALE: N.T.S. BY: JKF

PROJECT: 2541 DATE: AUGUST 2019

"AN ORDINANCE AMENDING THE 2019-2020 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HIGH POINT COMMUNITY FOUNDATION
PASS THROUGH GRANT

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

Section 1. The City of High Point will receive funds in the amount of \$761,123 from the High Point Community Foundation and will distribute those funds to High Point Baseball Inc.

Section 2. The 2019-2020 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Grant Fund of the City of High Point, is hereby amended as follows:

Local Grant Revenues	\$761,123
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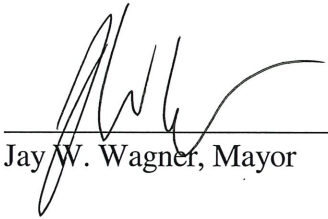
(B) That the Grant Fund expenditures be amended as follows:

Pass Through Grant Expenditures	\$ 761,123
---------------------------------	------------

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

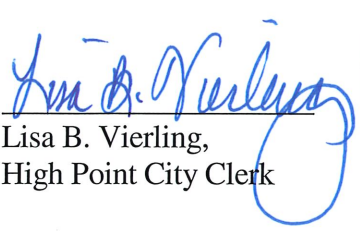
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by the Order of the High Point City Council
This the 7th day of October, 2019.

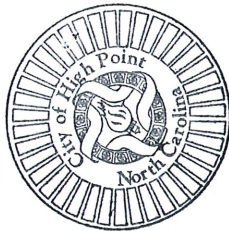


Jay W. Wagner, Mayor

ATTEST:



Lisa B. Vierling,
High Point City Clerk





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

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, October 7, 2019

Public Hearing: N/A

Advertising Date / September 5, 2019

Advertised By: High Point Enterprise

Attachments: Resolution
Seventh Amendment to Lease Agreement

PURPOSE: To renew the HVAC services lease for the High Point Theatre

BACKGROUND:

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

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

BUDGET IMPACT: \$90,000 annually

RECOMMENDATION / ACTION REQUESTED: Staff recommends adoption of a resolution approving the Seventh Amendment to the Lease.

AFFP

CITY OF HIGH POINT NOTICE OF S

Affidavit of Publication

STATE OF NORTH SS
CAROLINA }
COUNTY OF GUILFORD }

Kimberly Cook, being duly sworn, says:

That she is the billing clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on

October 10, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kimberly Cook
the billing clerk

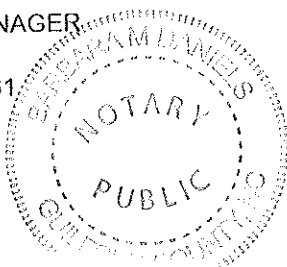
Subscribed to and sworn to me this 10th day of October 2019.

Barbara M Daniels
Barbara M Daniels, Notary, Guilford County, North Carolina

My commission expires: February 01, 2022

30145612 30882779

GREG DEMKO
CITY OF HP CITY MANAGER
PO BOX 230
HIGH POINT, NC 27261



CITY OF HIGH POINT NOTICE OF SALE OF PROPERTY BY UPSET BID IN ACCORDANCE WITH N.C.G.S. 160A-269

The City of High Point ("City") proposes to sell property owned by the City particularly described as follows:

Being remnant of land consisting of 1018 square feet (.03 ac.), identified as Parcel No. 171132, 1018 E. Green Drive, High Point, North Carolina.

The terms and conditions are such that:

The City is in receipt of a negotiated proposal/bid to purchase the above-described property for the sum of \$2,300.00, and said bidder has placed the required deposit of five (5%) percent of said bid offer with the City Clerk as by law provided; and

Within ten (10) days from the publication date of this offer, any person may raise the bid by not less than ten percent (10%) of the first thousand dollars of the offer and five percent (5%) of the remainder and shall deposit with the City Clerk a sum equal to five percent (5%) of the increased bid, and the property shall be re-advertised on the basis of the increased bid.

This notice is published in accordance with N.C.G.S. 160A-269.

Lisa B. Vierling
High Point City Clerk
(336) 883-3536
Oct. 10, 2019

CITY OF HIGH POINT

AGENDA ITEM



Title: Winston Salem State University Football program

From: Eric Olmedo, Managing Director

Meeting Date: October 7, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments:

PURPOSE:

Consideration of funding for youth to attend the Winston Salem State University football game at Simeon Stadium in High Point.

BACKGROUND:

The Winston Salem State University - St. Augustine's University football game is being held at Simeon Stadium in High Point on Saturday, October 19th. Councilman Jeff Golden has requested that the City Council consider funding \$5,000 to provide 2,000 tickets for youth in High Point to attend the football game. The Winston Salem team will set aside time for the youth to meet the athletes, coaches and cheerleaders to encourage positive interaction between the team and the youth in High Point. The Guilford County Board of Commissioners approved a similar request at its September 19, 2019 board meeting.

BUDGET IMPACT:

Funding for the \$5,000 request is available in the outside agency funding account.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends that the City Council consider the request.

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

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

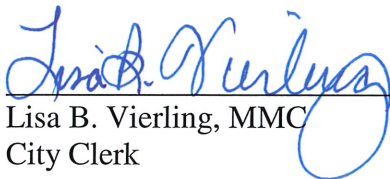
WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex ("Theater") in compliance with building plans and specification approved by Lessor in the Lease, and provides heating and cooling services ("HVAC Services") to the Theater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

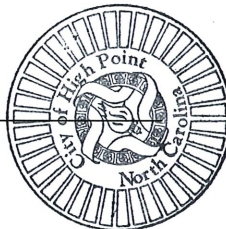
WHEREAS, both parties wish to extend the period of time during which the HVAC Services will be provided.

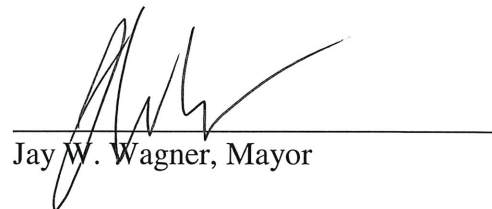
THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that the Mayor is hereby authorized to execute the Seventh Amendment to the Lease between the City of High Point and IHFC Properties, LLC, which allows Lessee to continue providing the HVAC services for the period of July 1, 2019 through June 30, 2020, and that the remaining terms of the lease remain as set forth in the original agreement and previous amendments.

Adopted, this the 7th day of October, 2019.

ATTEST:


Lisa B. Vierling, MMC
City Clerk




Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract – Early Construction Package
New High Point Police Headquarters/Communications Center

From: Randy E. McCaslin, Deputy City Manager
Tim McKinney, Facilities Manager

Meeting Date: October 7, 2019

Public Hearing: N/A

Advertising Date /
Advertised By:

Attachments: Exhibit A

PURPOSE:

To approve an early construction package with Samet Corporation (CMAR) to allow renovations to begin immediately on the new High Point Police Headquarters and Communications Center located at 1730 Westchester Drive.

BACKGROUND:

At the March 18, 2019 City Council Meeting, City Council approved a contract with Samet Corporation as the Construction Manager at Risk (CMAR) for the new High Point Police Headquarters and Communications Center. In order to begin renovations immediately, an early construction agreement in an amount not to exceed \$5,017,482.00 needs to be approved by City Council. Formal bids for the project will be received on October 10th and placed on a future agenda for final approval.

BUDGET IMPACT:

Funds are available in the FY 2019-2020 Annual Budget.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve an early construction package with Samet Corporation (CMAR) in an amount not to exceed \$5,017,482.00 to allow renovations to begin immediately on the new High Point Police Headquarters and Communications Center located at 1730 Westchester Drive.

ATTACHMENT A-1



EXHIBIT A - AMENDMENT

Itemized Statement of the Component GMP HP Police HQ - Early Site & Structural Package

City of High Point
High Point Police Headquarters & 911 Call Center
Samet Project No.: 19-071

10/1/2019

Itemized GMP

ESTIMATED CONSTRUCTION COST

DIRECT COST

AMOUNT

General Conditions & General Requirements

General Conditions

\$888,186

General Requirements

\$143,110

Precon - 4th Floor Addition

\$20,000

Construction Allowances:	Trade Package Award Status	Company	
CA 01 01A - General Trades	Estimated	NA	\$203,089
CA 02 02A - Selective Demolition	Estimated	NA	\$198,879
CA 03 03A - Concrete	Estimated	NA	\$534,920
CA 04 05A- Structural & Misc Steel	Estimated	NA	\$983,243
CA 05 14A - Elevators	Estimated	NA	\$345,000
CA 06 31A - Site Prep / Storm / Paving	Estimated	NA	\$593,276
CA 07 31B - Micropiles	Estimated	NA	\$302,906
Quantitative Allowances:			
QA 1-5 Concrete - Quantitative Allowances	Estimated	NA	\$88,600
QA 1-6 Steel - Quantitative Allowances	Estimated	NA	\$198,750
QA 1-13 Grading & Site Quantitative Allowances	Estimated	NA	\$49,125
General Allowances:			
GA 1 Existing Elevator - General Allowance			\$10,000
Subcontractor Bonding Program	1.40% of	\$3,507,788	\$49,109
Construction Contingency	3.00% of	\$3,556,897	\$106,707
TOTAL "COST OF THE WORK"			\$ 4,714,900

OTHER "COST OF THE WORK"

Insurance	0.59% of	\$ 5,149,827	\$30,384
Builder's Risk Insurance	0.14% of	\$ 5,149,827	\$7,210
Permit Fees - None Included			\$0
Warranty & Closeout Services	0.20% of	\$ 5,149,827	\$10,300
Performance & Payment Bond	0.75% of	\$ 5,149,827	\$38,624

TOTAL OTHER "COST OF THE WORK" **\$ 86,518**

TOTAL FEE **4.50% of** **\$ 4,801,418** **\$ 216,064**

SUBTOTAL - ESTIMATED EARLY SITE & STRUCTURAL "COMPONENT GMP": **\$ 5,017,482**

PRECONSTRUCTION SERVICES **\$ 132,345**

TOTAL COMBINED "COMPONENT GMP" & PRECONSTRUCTION SERVICES AMOUNT: **\$ 5,149,827**

Note: The above figures reconcile Contingencies, Payment & Performance Bond costs, Sub Bonding Program, and Insurances for Work ESTIMATED in this Component GMP.

Note: Above "GMP Component" Estimate Summary does not include any of the cost items depicted in the ASSUMPTIONS & CLARIFICATIONS

CITY OF HIGH POINT

AGENDA ITEM



Title: Chemical Contract - Sodium Hydroxide

From: Terry Houk – Public Services Director
Derrick Boone, Asst. Public Services Director
Wendell Picket, Water Plant Superintendent

Meeting Date: February 18, 2019

Bid Number: January 23, 2018

Advertising Date:

Advertised By: Purchasing

Public Hearing: N/A

Attachments: Attachment – Bid Tabulation Sheet

PURPOSE:

This product is used at the City's Water and Wastewater Treatment Facilities for water treatment plant processes.

BACKGROUND:

Sodium Hydroxide is used at the treatment plants for pH adjustment and alkalinity addition. This contract is for the supply of chemical to each of the following plants:

Ward Water Treatment Plant (WTP)

Eastside Wastewater Treatment Plant (WWTP)

Westside Wastewater Treatment Plant (WWTP)

Bids for Sodium Hydroxide were received on January 23, 2018. Univar USA Inc. was the low bidder at \$626/ton and was awarded the contract. The contract has an option to renew for two additional one (1) year periods.

BUDGET IMPACT:

Funds are available in the 2018-2019 Annual Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is recommending that City Council approve the contract extension for an additional one (1) year period in the amount of \$202,824.00 to Univar USA Inc. for the purchase of these chemicals.

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for High Point Community Foundation
Pass Through Grant

From: Laura Altizer, Budget

Meeting Date: October 7, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is needed to appropriate funds for a pass-through grant received from the High Point Community Foundation, which will be passed through to the High Point Baseball Inc. for capital team expense purposes.

BACKGROUND:

The City of High Point will receive a pass-through grant from the High Point Community Foundation in the amount of \$761,123, which will be passed through to High Point Baseball Inc. for expenses related to capital team expenses.

BUDGET IMPACT:

There is no budget impact. This is a pass through grant.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment and authorize the appropriate city officials to approve the transfer of funds.

"AN ORDINANCE AMENDING THE 2019-2020 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HIGH POINT COMMUNITY FOUNDATION
PASS THROUGH GRANT

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

Section 1. The City of High Point will receive funds in the amount of \$761,123 from the High Point Community Foundation and will distribute those funds to High Point Baseball Inc.

Section 2. The 2019-2020 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Grant Fund of the City of High Point, is hereby amended as follows:

Local Grant Revenues	\$761,123
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(B) That the Grant Fund expenditures be amended as follows:

Pass Through Grant Expenditures	\$ 761,123
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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 October 7, 2019

AFFP
PUBLIC NOTICE LEASE OF CITY OW

Affidavit of Publication

STATE OF NORTH SS
CAROLINA }
COUNTY OF GUILFORD }

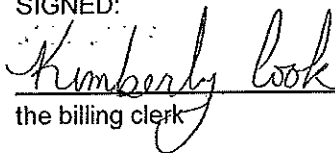
Kimberly Cook, being duly sworn, says:

That she is the billing clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on

September 05, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

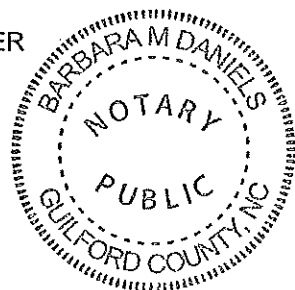

the billing clerk

Subscribed to and sworn to me this 5th day of September 2019.


Barbara M Daniels, Notary, Guilford County, North Carolina
My commission expires: February 01, 2022

30145612 30878504

GREG DEMKO
CITY OF HP CITY MANAGER
PO BOX 230
HIGH POINT, NC 27261



PUBLIC NOTICE LEASE OF CITY OWNED PROPERTY

The High Point City Council intends to authorize the Seventh Amendment to the Indenture of Lease dated June 1, 1973 ("Lease") with IHFC Properties SPE, LLC ("IHFC") to extend the period of time for a period of one year which IHFC to continue providing HVAC services to the High Point Theatre. In consideration of the Lease, the City will pay an annual rental fee of \$90,000.00.

All persons interested in this matter are invited to attend the meeting of the City Council to be held in the Council Chambers, City Hall, 211 South Hamilton Street, High Point, NC, at 5:30 p.m. on October 7, 2019. At that time the Council intends to authorize the Lease of the property described above.

Lisa B. Vierling, City Clerk
City of High Point
Sept. 5, 2019

CITY OF HIGH POINT

AGENDA ITEM



Title: Sale of City Owned Property – 1018 E. Green Drive

From: Meghan Maguire, Assistant City Attorney

Meeting Date: Monday, October 7, 2019

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution

Purpose/Background:

William T. Alston has offered a bid of \$2,300 for a remnant of City owned land located at 1018 E. Green Drive Parcel # 171732. This surplus land was gifted to the City in 2014. The property is approximately 1,072 square feet (0.03 ac) in size. The City has no use for the land.

Budget Impact:

None

Recommendation:

Council is requested to adopt a resolution accepting the offer of \$2,300 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269A and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269A.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 1018 E. GREEN DR., HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a remnant of land consisting of 1,072 square feet (.03 acre) identified as Parcel No.171732, 1018 E. Green Drive, High Point, North Carolina (“Property”); and

WHEREAS, North Carolina Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, The City has received an offer to purchase the Property described above, in the amount of \$2,300, submitted by William T. Alston; and

WHEREAS, William T. Alston has paid the required five percent (5%) deposit on his offer;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. Accepts the offer of William T. Alston in the amount of \$2,300 and authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property, the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check.

The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

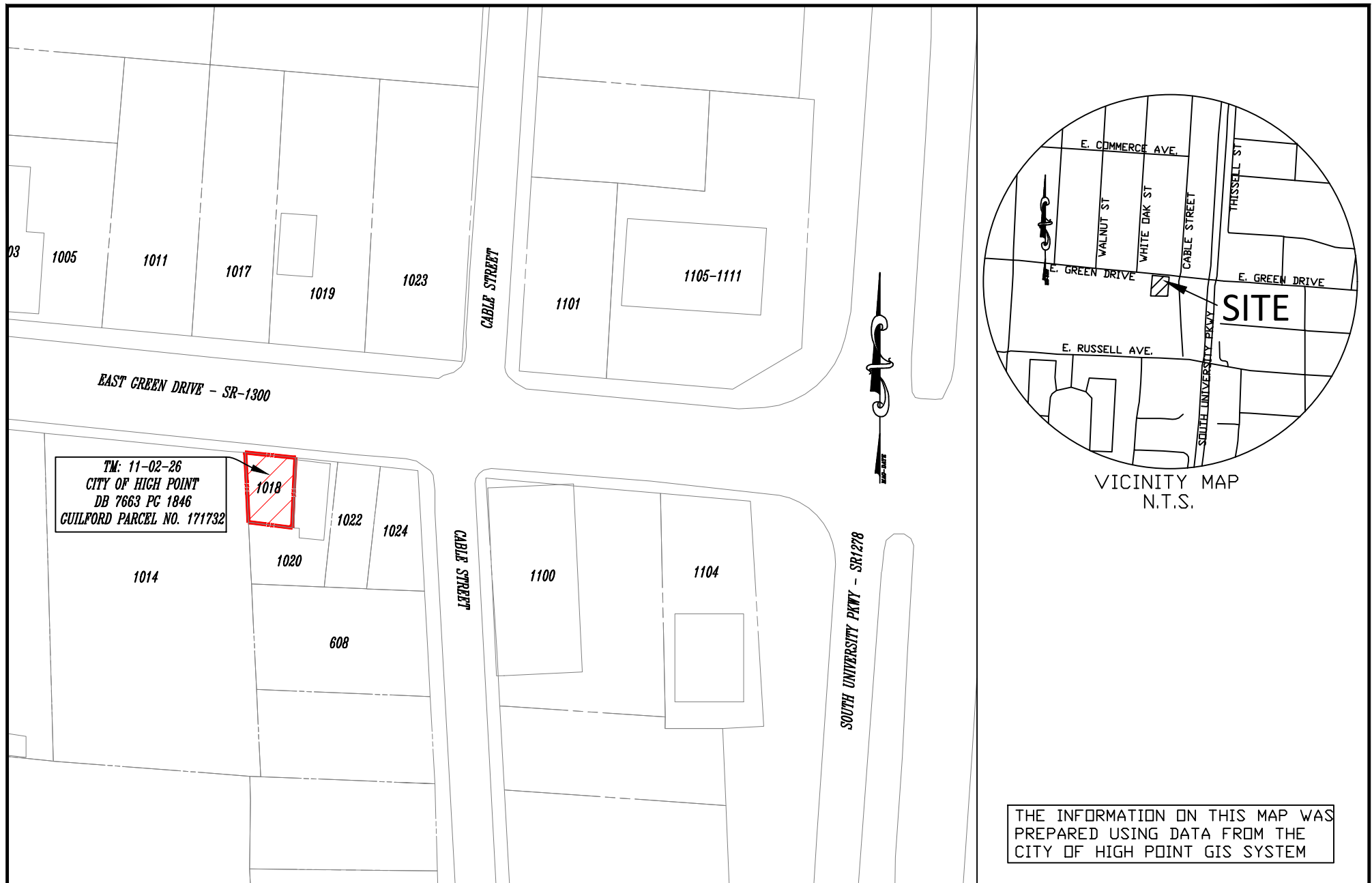
8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to William T. Alston.

Adopted this the 7th day of October, 2019.

Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk



CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

SALE OF CITY OWNED PROPERTY
LOCATED AT 1018 EAST GREEN DRIVE

SCALE: N.T.S.

BY: JKF

PROJECT: 2542

DATE: SEPTEMBER 2019