



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Victor Jones

Jay Wagner, Mayor (Alternate)

Wesley Hudson, Mayor Pro Tem (Alternate)

Thursday, March 16, 2023

4:00 PM

3rd Floor Council Chambers

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

[2023-126](#)

Contract - Sole Source - United Systems - Itron ERT's Antenna's - Meter Reading-Customer Service

Upon recommendation of the Finance Committee, City Council is requested to award a Sole Source Contract to United Systems in the amount of \$395,819.75 for the purchase of 3,500 Itron 100W ERT's (Encoder Receiver Transmitter) and 100 ERT Antenna kits for the Customer Service Department.

Attachments: [1. Contract – Sole Source – United Systems – Itron ERT's Antenna's – Meter R](#)

[2023-127](#)

Contract - Sale of Right of Way & Easements - North Carolina Department of Transportation (NCDOT) - Sandy Ridge Road Widening Project

Upon recommendation of the Finance Committee, City Council is requested to approve the sale of a fee simple Right-of-Way, a Permanent Drainage Easement, and a Drainage Utility Easement, in the amount of \$12,000 to the North Carolina Department of Transportation (NCDOT) for the Johnson Street/Sandy Ridge Road Widening Project.

Attachments: [2. Contract – Sale of Right of Way & Easements - North Carolina Department of](#)

[2023-129](#)

Performance Based Incentives - Eichholtz - The Bedrock 275 N. Elm

Finance Committee is requested to recommend performance-based incentives for Eichholtz for an office project at The Bedrock (275 N. Elm St.) in the amount of \$169,832 and recommend the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Attachments: [4. Public Hearing – Performance Based Incentives – Eichholtz – The Bedrock 2](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: United Systems-Itron 100W ERT's and Antenna's

From: Jeremy Coble-Customer Service Director

Meeting Date: March 20, 2023

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Quote
Attachment B- Sole Source Request Form
Attachment C- Sole Source Letter

PURPOSE:

For the sole source purchase of 3,500 Itron 100W ERT's (Encoder Receiver Transmitter) and 100 ERT Antenna kits for the Customer Service Department.

BACKGROUND:

The Customer Service Department uses Itron software to collect both electric and water meter readings. Itron ERT's are a critical component in the city's utility billing process and future AMI project. Itron ERT's are the only encoder compatible with our meter reading software. United Systems is the only distributor for Itron in North Carolina.

BUDGET IMPACT:

The cost is \$395,819.75. There are available funds in the Public Services budget for FY 23.

RECOMMENDATION / ACTION REQUESTED:

The Customer Service Department recommends the sole source purchase of 100W Ert's and Antenna's from United Systems.



Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
 (For Items Costing \$10,000.00 or More)
 Statutory Reference N.C.G.S. 143-129(e)6

Vendor: **United Systems**

Item(s): **100w Itron ERTs and anten**

Justification:

100w Itron ERTs are being used to complete both meter reading AMR and the future AMI project.

Estimated expenditure for the above item(s): **\$395,819.75**

Accounting Unit and Account(s):

621751 526104

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

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

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

Department Head/Authorized Personnel

Jeremy Coble

Digitally signed by Jeremy Coble
 Date: 2023.02.27 12:03:05 -05'00'

Department/Division

Customer Service

Date

2/27/23

APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon

Digitally signed by Candy E. Harmon
 Date: 2023.02.28 19:00:12 -05'00'

Financial Services Director

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
 Date: 2023.03.01 09:49:43 -05'00'

City Council (\$30,000 – Up)



AMR / AMI | SOFTWARE | WATER LOSS



Quotation

For: High Point, NC

Prepared By: Will Taylor

Date	PO Number	Shipping Method	Shipping Terms	Delivery Date
February 3, 2023	TBD	Best Way	Shipping Included	Estimated at 120-150 Days

Qty	Item # - Description	Unit Price - \$	Line Total - \$
Itron-			
3500	ERW-1300-402 100W+, Encoder with Integral Connector & Antenna Connector	\$100.00	\$350,000.00
3500	CFG-1300-004 100W Through Lid Mount Kit	\$3.75	\$13,125.00
100	CFG-0900-003 100W/500WThrough-the-Lid remote mount antenna Kit	\$68.00	\$6,800.00
1	7% Sales Tax	7%	\$25,894.75
Total	Includes All Shipping and Sales Tax		\$395,819.75

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. Likewise, this quotation does not include technical services related to setup, installation & configuration of proposed items unless specifically stated above. Endpoint orders not in box quantity are assessed a broken box fee of \$25. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for ninety (90) days from the quotation date, unless modified in writing by USS prior to USS acceptance.

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include United Systems & Software, Inc., or "USS", whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are Net 10, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to United Systems & Software, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Marshall County, Kentucky, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Purchase Authorization—Buyer further agrees that this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement. This Agreement shall be effective as of this ____ day of _____, 20____.



AMR / AMI | SOFTWARE | WATER LOSS



Buyer Name & Title: _____

Purchase Order Number: _____



Knowledge to Shape Your Future

August 3, 2021

City of High Point, NC

Re: Itron AMR/AMI Modules & Itron Reading Equipment

This letter is to inform you that United Systems & Software is the only Water Distributor for Itron, Inc. in North Carolina. No other Itron Distributors are authorized to sell or quote Itron water metering products in the state of North Carolina.

From a product perspective, Itron is the only provider of mobile and handheld meter reading equipment which can read SCM+ messages and download interval data from compatible Itron endpoints such as 100W devices with Datalogging.

Please feel free to contact myself if you have any questions or require further information.
Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy Wright", enclosed within a large, horizontal, oval-shaped flourish.

Tracy Wright
Portfolio Account Manager

CITY OF HIGH POINT

AGENDA ITEM



Title: Sale of Right-of-Way and Easements to NCDOT

From: Kim Thore, Right of Way Coordinator

Meeting Date: Monday, March 20, 2023

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Two-Page Map

Purpose/Background:

Council is requested to approve the sale of a fee simple Right-of-Way, a Permanent Drainage Easement, and a Drainage Utility Easement, to the North Carolina Department of Transportation ("NCDOT") for the Johnson Street/Sandy Ridge Road Widening Project. NCDOT is widening a portion of Johnson Street/Sandy Ridge Road and as a result, they need: 32,232 square feet (0.740 ac.) of right-of-way, 22,400 square feet (0.514 ac.) of permanent drainage easement, and 10,889 square feet (0.250 ac.) of utility easement along Johnson Street, Guilford County parcel #200173 (1875 Eastchester Dr.). This property is part of the Oak Hollow Lake property that consists of 1,320 acres. NCDOT has agreed to pay the sum of \$12,000.00.

Budget Impact:

N/A

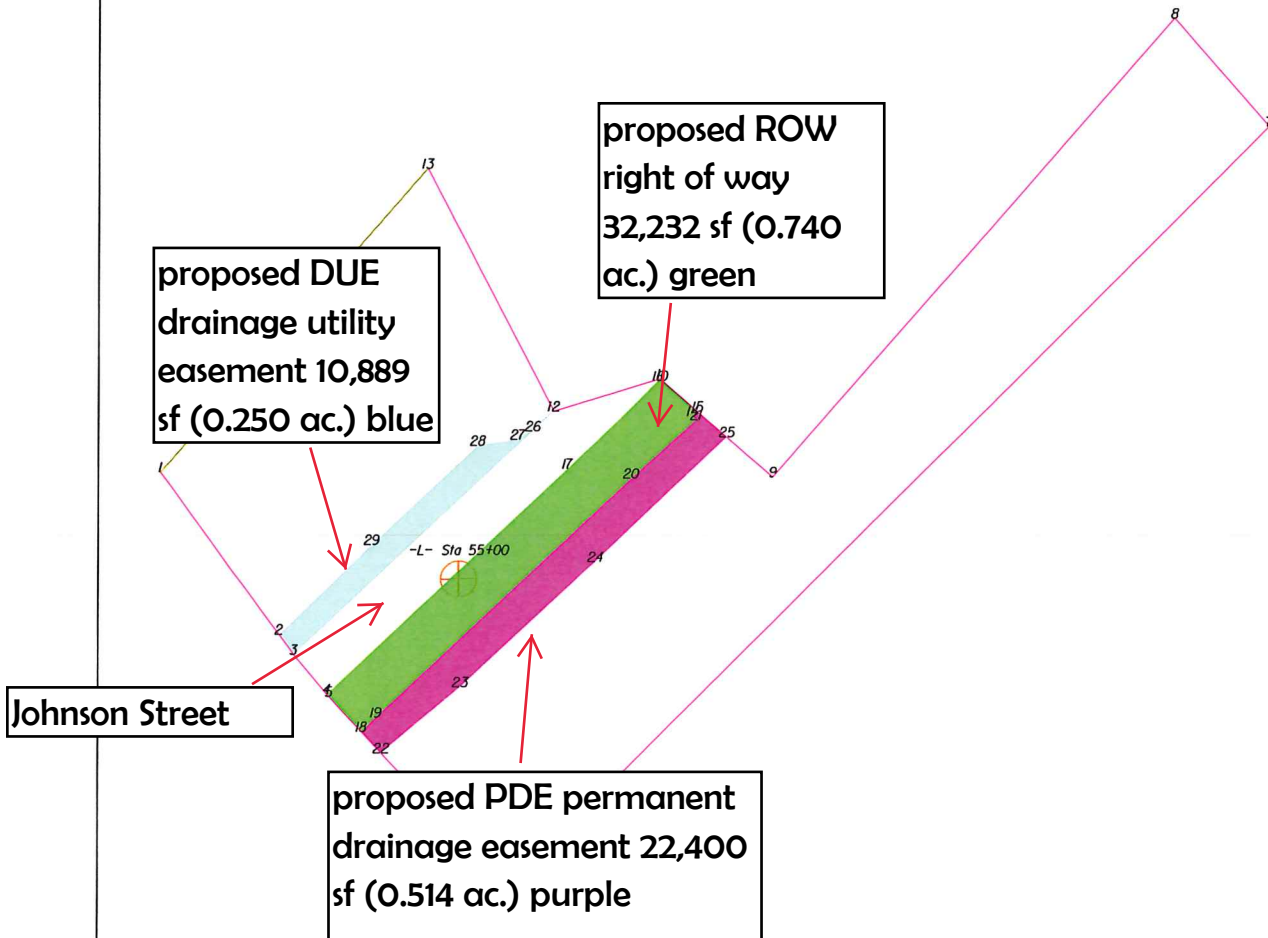
Recommendation/Action Requested:

Recommend Council approval for the sale to NCDOT in the sum of \$12,000.00.

This map illustrates the proposed drainage and utility easements, right of way, and school locations in the Johnson Creek area. The map shows a network of roads, including Squire Davis Rd (SR1650), Johnson St, Skeet Club Rd (SR1620), and Barrow Rd. A large blue area represents the proposed drainage easement, while a red line indicates the proposed right of way. A yellow box highlights the text "See MAP page 2 for totals". A red arrow points to the proposed drainage easement, and a red arrow points to the proposed right of way. The map also shows the locations of Southwest High School, Southwest Elementary School, and Southwest Middle School. A north arrow is located in the bottom right corner.

Purchase by NCDOT: 1875 Eastchester Dr. - Vacant land
Oak Hollow Lake land - Sandy Ridge Rd. / Johnson St. Widening

map page 2



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP WAS LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERRORS MAY EXIST BETWEEN THE GRAPHICAL AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES. THIS MAP IS TO BE USED AS A GRAPHICAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IN NO WAY REPRESENTS AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
CITY OF HIGH POINT	09-6-2022
PARCEL * 019	SNCADDU4758DDRAFTU4758_deo
DB 1750 PG 137	UNKNOWN SCALE

CITY OF HIGH POINT

AGENDA ITEM



Title: Public hearing for Eichholtz
From: Sandy Dunbeck, Director
High Point Economic Development
Public hearing: Yes
Attachments: Legal Notice

Meeting Date: March 20, 2023
Advertising Date: March 9, 2023
Advertised by: High Point Enterprise

PURPOSE:

The High Point City Council is asked to consider a request from Eichholtz, to authorize performance-based incentives for an office project at The Bedrock (275 N. Elm St., 27262) in the amount of \$169,832.

PROJECT & BACKGROUND:

Eichholtz is Europe's number one luxury furniture brand with 30 years selling to 105 countries around the world. The company offers a whole home buying experience to retail, designer and architectural customers. Eichholtz entered the US market 3 years ago with their showroom located at 129 S. Hamilton St. and now is looking to establish their U.S. Headquarters.

The company would create (10) ten new jobs and relocate 5 jobs from the Netherlands, New York, and Tennessee with an average wage of \$71,666. The company would lease 3,266 square feet of office space for five years with options to renew at The Bedrock, the first building of The Outfields, in High Point at 275 N. Elm Street.

BUDGET IMPACT:

The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION / ACTION REQUESTED:

The High Point Economic Development staff recommends upon approval of Finance Committee that City Council authorize performance-based incentives for the project in the amount of \$169,832 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, March 20, 2023, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives. A company proposes to lease 3,266 sf of space at The Bedrock building in The Outfields (275 N. Elm St.) in High Point, NC. High Point City Council will consider rental assistance incentives of up to \$169,832 over a four-year period for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-1600.

Mar. 9, 2023