



# City of High Point

## Meeting Agenda

### Finance Committee

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

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

Cyril Jefferson, Mayor (Alternate)

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Thursday, August 14, 2025

4:00 PM

Council Chambers

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**Finance Committee - Mayor Pro Tempore Britt W. Moore, Chair**

**CALL TO ORDER**

**PRESENTATION OF ITEMS**

- 2025-343     **Consideration of a Resolution Authorizing Sale of Surplus Motorola APX6000 Radios to High Point University**  
City Council is requested to consider a resolution authorizing the sale of fifty (50) surplus Motorola APX6000 radios to High Point University for the total amount of \$12,500 and to authorize the appropriate City officials to execute all necessary documents.
- 2025-344     **Consideration of a Contract with SHI International Corporation - Check Point Software**  
City Council is requested to consider a contract with SHI International Corporation for the annual renewal of Check Point software licensing and support in the total amount of \$143,469.56, and to authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-345     **Consideration of a Contract with SHI International Corporation - Mimecast**  
City Council is requested to consider a contract with SHI International Corporation in the amount of \$115,470.79 for the renewal of a subscription-based service for cybersecurity and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-346     **Consideration of a Change Order with Axon Enterprises, Inc.**  
City Council is requested to consider a change order with Axon

Enterprises, Inc. in the amount of \$698,768.34 for fiscal year 2025–2026. This change order will support the expansion of the existing body-worn and fleet camera services, and will include the addition of services for the interview rooms located at Police Headquarters and authorize the appropriate City Official(s) to execute all necessary documents.

2025-347     **Consideration of a Contract with Asplundh**

City Council is requested to consider a contract with Asplundh in the amount of \$2,550,000 for tree trimming services and authorize the appropriate City Official(s) to execute all necessary documents.

2025-348     **Consideration of a Contract with McGill Environmental Systems**

City Council is requested to consider a contract with McGill Environmental Systems in the amount not to exceed \$105,000 for temporary hauling and disposal of biosolids and authorize the appropriate City Official(s) to execute all necessary documents.

2025-349     **Consideration of a Contract with Breece Enterprises, Inc.**

City Council is requested to consider a contract with Breece Enterprises, Inc. in the amount of \$9,496,575.00 for the Market District Infrastructure Improvements Project and authorize the appropriate City Official(s) to execute all necessary documents.

2025-350     **Consideration of a Task Order with Volkert, Inc.**

City Council is requested to consider a task order with Volkert, Inc. in the amount of \$372,761.82 for construction inspection services for the Market District Infrastructure Improvements Project and authorize the appropriate City Official(s) to execute all necessary documents.

2025-351     **Consideration of a Resolution Authorizing the Conveyance of City Owned Property and the Agreement of Purchase and Sale**

City Council is requested to consider a Resolution authorizing the conveyance of City-owned property and the Agreement of Purchase and Sale and authorize the appropriate City officials to execute all necessary documents. (Recommended by the Finance Committee)

**ADJOURNMENT**



# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Resolution Authorizing Sale of Surplus Motorola APX6000 Radios to High Point University

**FROM:**

Adam Ward  
Director of IT Services

**MEETING DATE:**

August 14, 2025

**PUBLIC HEARING:**

No

**ADVERTISED DATE/BY:**

N/A

**ATTACHMENTS:**

1. Resolution
  2. Public Notice
- 

**PURPOSE:** To authorize the sale of surplus Motorola APX6000 radios to High Point University by private negotiation pursuant to N.C. Gen. Stat. §§ 160A-266(b) and 160A-267.

**BACKGROUND:** The City currently owns fifty (50) Motorola APX6000 radios that have been declared surplus as they are no longer needed for municipal operations. High Point University has offered to purchase these radios for \$250 each, totaling \$12,500, representing fair market value based on recent market assessments. N.C. Gen. Stat. §§ 160A-266(b) and 160A-267 permit municipalities to sell surplus personal property valued at less than \$30,000 through private negotiation after adoption of a resolution and publication of notice. The sale cannot be consummated until at least ten (10) days after publication of notice.

**BUDGET IMPACT:** Proceeds of \$12,500 will be returned to the City.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a resolution authorizing the sale of fifty (50) surplus Motorola APX6000 radios to High Point University for the total amount of \$12,500 and to authorize the appropriate City officials to execute all necessary documents.

**RESOLUTION AUTHORIZING PRIVATE NEGOTIATION AND SALE OF SURPLUS  
MOTOROLA APX6000 RADIOS TO HIGH POINT UNIVERSITY PURSUANT TO N.C.  
GEN. STAT. §§ 160A-266(b) AND 160A-267**

**WHEREAS**, the City of High Point owns fifty (50) Motorola APX6000 radios which are no longer useful or necessary for City operations and have been identified as surplus property; and

**WHEREAS**, N.C. Gen. Stat. §§ 160A-266(b) and 160A-267 authorize cities to dispose of surplus personal property valued at less than \$30,000 per item or group of similar items through private negotiation and sale upon adoption of an authorizing resolution; and

**WHEREAS**, High Point University has offered to purchase the surplus radios at a total price of \$12,500 (\$250 per radio), representing fair market value based on recent market analysis;

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

**Section 1.** The City Council hereby declares the fifty (50) Motorola APX6000 radios surplus and authorizes their sale by private negotiation to High Point University for the total price of \$12,500.

**Section 2.** The City Manager is hereby authorized and directed to execute all necessary documents to complete the sale, to collect payment, and to transfer title of the radios to High Point University.

**Section 3.** In compliance with N.C. Gen. Stat. § 160A-267, a notice summarizing this resolution shall be published once in a newspaper having general circulation in High Point, and the sale shall not be consummated until at least ten (10) days following publication.

**Section 4.** The City Manager shall ensure proper records of this transaction are maintained, generally describing the property sold, the buyer, and the amount received, in accordance with statutory requirements.

**Section 5.** This resolution shall take effect immediately upon adoption.

Adopted this 18<sup>th</sup> day of August, 2025.

By: \_\_\_\_\_

Cyril Jefferson, Mayor

ATTEST:

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

**PUBLIC NOTICE**

**CITY OF HIGH POINT**

**SALE OF SURPLUS MOTOROLA RADIOS**

The City of High Point adopted a resolution on August 18, 2025, authorizing the appropriate City official to sell fifty (50) surplus Motorola APX6000 handheld radios to High Point University for a total sale price of \$12,500 (\$250 per radio). The radios have been determined to be surplus and no longer useful or necessary for municipal operations.

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Contract with SHI International Corporation - Check Point Software

**FROM:**  
Adam Ward  
Director of IT Services

**MEETING DATE:**  
August 14, 2025

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
1. SHI Quote

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**PURPOSE:** To renew annual software licensing and support for the City's Check Point firewall system.

**BACKGROUND:** This is the annual renewal of software licensing and enterprise-level support for the City's Check Point firewall system, critical for protecting municipal networks, citizen data, and public services from cybersecurity threats. Check Point solutions provide advanced threat prevention, compliance management, continuous security updates, and centralized management capabilities. The renewal cost is \$143,469.56 and will be procured through SHI International Corp. under the purchasing contract Charlotte Technology Products and Related Services (Contract #2025000347).

**BUDGET IMPACT:** Funds are available in the FY 2025-26 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a contract with SHI International Corporation for the annual renewal of Check Point software licensing and support in the total amount of \$143,469.56, and to authorize the appropriate City Official(s) to execute all necessary documents.



Pricing Proposal  
Quotation #: 26373715  
Created On: 7/3/2025  
Valid Until: 7/31/2025

## NC-City of High Point

### Scott White

211 S Hamilton St  
Room 103  
High Point, NC 27260  
UNITED STATES  
Phone: (336) 883-3392  
Fax:  
Email: scott.white@highpointnc.gov

## Inside Account Manager (IAM)

### Wan Tangtrakul

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-715-3197  
Fax: 732-868-6055  
Email: SoutheastTeamGov@shi.com

All Prices are in US Dollar (USD)

|   | Product                                                                                                                                                                                                                                          | Qty | Your Price  | Total       |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| 1 | CHECK POINT ENTERPRISE SUPPORT SUPP PRICING VARIES<br>Check Point Software - Part#: CPES-SS-PREMIUM<br>Contract Name: CCPA Technology Products and Related Services<br>Contract #: 2025000347<br>Coverage Term: 8/1/2025 – 7/31/2026             | 1   | \$24,335.13 | \$24,335.13 |
| 2 | CHECK POINT ENTERPRISE SUPPORT SUPP PRICING VARIES<br>Check Point Software - Part#: CPES-SS-PREMIUM<br>Contract Name: CCPA Technology Products and Related Services<br>Contract #: 2025000347<br>Coverage Term: 8/1/2025 – 7/31/2026             | 1   | \$4,961.88  | \$4,961.88  |
| 3 | CHECK POINT ENTERPRISE SUPPORT SUPP PRICING VARIES<br>Check Point Software - Part#: CPES-SS-PREMIUM<br>Contract Name: CCPA Technology Products and Related Services<br>Contract #: 2025000347<br>Coverage Term: 8/1/2025 – 7/31/2026             | 1   | \$37,237.45 | \$37,237.45 |
| 4 | PREMIUM DIRECT ENTERPRISE Support for 1575W Security<br>Check Point Software - Part#: CPES-SS-PREMIUM-1575W-ADD<br>Contract Name: CCPA Technology Products and Related Services<br>Contract #: 2025000347<br>Coverage Term: 8/1/2025 – 7/31/2026 | 7   | \$323.24    | \$2,262.68  |
| 5 | ENTERPRISE BASE PROTECTION NGTX SUPP PRICING VARIES<br>Check Point Software - Part#: CPEBP-NGTX<br>Contract Name: CCPA Technology Products and Related Services<br>Contract #: 2025000347<br>Coverage Term: 8/1/2025 – 7/31/2026                 | 1   | \$61,983.98 | \$61,983.98 |
| 6 | 1YR COMPLIANCE BLADE MANAGING UP TO 25 GATEWAYS<br>Check Point Software - Part#: CPSB-COMP-25-1Y<br>Contract Name: CCPA Technology Products and Related Services<br>Contract #: 2025000347<br>Coverage Term: 8/1/2025 – 7/31/2026                | 1   | \$9,141.87  | \$9,141.87  |

|   |                                                                                                                                                                                                                              |   |            |              |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|--------------|
| 7 | SMARTEVENT AND SMARTREPORTER FOR 10GATEWAYS<br>Check Point Software - Part#: CPSB-EVS-10-1Y<br>Contract Name: CCPA Technology Products and Related Services<br>Contract #: 2025000347<br>Coverage Term: 8/1/2025 – 7/31/2026 | 1 | \$3,546.57 | \$3,546.57   |
|   |                                                                                                                                                                                                                              |   | Total      | \$143,469.56 |

#### Additional Comments

Renewal  
OFFER# 1018385527  
UC# 5313969  
NSP: 11469572  
RES ID 120170

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Contract with SHI International Corporation - Mimecast

**FROM:**  
Virginia Baskins  
Assistant Director of IT Services

**MEETING DATE:**  
August 14, 2025

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
1. SHI Quote

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**PURPOSE:** Annual renewal of subscription-based services provided by Mimecast.

**BACKGROUND:** Mimecast is a cybersecurity service that safeguards the City of High Point against email-based threats, including malicious URLs, phishing attacks, malware, and spam. By implementing Mimecast, we strengthen our defenses against the escalating cyber threats. The renewal cost is \$115,470.79. This purchase is under the Omnia Partners - IT Solutions Contract #: 2018011-02.

**BUDGET IMPACT:** Funds are available in the FY 2025-26 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a contract with SHI International Corporation in the amount of \$115,470.79 for the renewal of a subscription-based service for cybersecurity and authorize the appropriate City Official(s) to execute all necessary documents.



Pricing Proposal  
Quotation #: 26220000  
Created On: 5/22/2025  
Valid Until: 9/26/2025

## NC-City of High Point

### Allen Eudy

211 S Hamilton St  
High Point, NC 27261  
United States  
Phone: 336-883-3698  
Fax:  
Email: allen.eudy@highpointnc.gov

## Inside Account Manager (IAM)

### Wan Tangtrakul

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-715-3197  
Fax: 732-868-6055  
Email: SoutheastTeamGov@shi.com

All Prices are in US Dollar (USD)

| Product                                                                                                                                                                                            | Qty  | Your Price | Total              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|--------------------|
| 1 Mimecast 365 Protect Plus Note<br>Mimecast - Part#: M_M365-PROTECT-PLUS_1000_A<br>Contract Name: OMNIA Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 9/28/2025 – 9/27/2026 | 1600 | \$51.19    | \$81,904.00        |
| 2 Mimecast A1 Note:<br>Mimecast - Part#: M_A1_1000_A<br>Contract Name: OMNIA Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 9/28/2025 – 9/27/2026                             | 1600 | \$18.27    | \$29,232.00        |
| 3 Advanced Support Note<br>Mimecast - Part#: M_ADV-SP_1_A<br>Contract Name: OMNIA Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 9/28/2025 – 9/27/2026                        | 1    | \$4,334.79 | \$4,334.79         |
|                                                                                                                                                                                                    |      |            | *Tax \$0.00        |
|                                                                                                                                                                                                    |      |            | Total \$115,470.79 |

\*Tax is estimated. Invoice will include the full and final tax due.

## Additional Comments

Mimecast has a no returns policy.

Please Note: Please Note: all MIMICAST maintenance/subscriptions are auto-renewed and require cancellation prior to 30 days of the executed renewal date

This manufacturer has the potential for auto-renewal. You will receive an automated notification prior to the cancellation deadline informing you of the upcoming renewal date. If SHI doesn't receive written confirmation to cancel the renewal within the manufacturer's required time period prior to the renewal date, SHI will automatically be invoiced against the original PO. Once SHI has been invoiced, you will be invoiced against the original PO. If your company requires a new PO, please be sure to provide that prior to invoicing.



Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Change Order with Axon Enterprises, Inc.

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

**MEETING DATE:**  
August 14, 2025

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
1. Quote

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**PURPOSE:** To request approval for a change order to the existing contract with Axon Enterprise, Inc., totaling \$698,768.34. The change order will allow for the expansion of the body worn and fleet cameras services and add services for the Interview Rooms located within Police Headquarters.

**BACKGROUND:** The High Point Police Department's Body-Worn and Fleet Camera Program is crucial for maintaining transparency, accountability, and applied training within the Department.

The City Council approved the purchase of these systems from Axon Enterprise, Inc., on May 1, 2023. Subsequently, the City of High Point signed a contract valued at \$4,507,293, with the first payment due in fiscal year 2024 and subsequent payments made annually through July 2028. The purchase was made by piggybacking on the Charlotte Cooperative Purchasing Alliance Agreement (between the City of Charlotte, NC, and Axon Enterprise, Inc.).

North Carolina has two laws requiring the recording of custodial interrogations. The 2007 law mandated recording homicide suspects' interviews. In 2011, it expanded to all juvenile and certain felony suspects, including those in "Class A, B1, B2, or specific C felonies." Interrogations in detention must be fully recorded, beginning with Miranda rights and ending after the interview, barring brief recesses. Recordings can be video or audio; if video, both suspect and interrogator must be visible. Recordings should be simultaneous when feasible and can be used as evidence if complete and admissible. The proposed vendor change will enable improved services for the Police Department and better integration with the existing video file storage provided by Axon.

The department plans to expand its Body Worn Camera and Fleet Services by increasing the amount of available equipment for deployment, plus adding interview room services with Axon. The new expenses will align with the existing payment schedule.

**BUDGET IMPACT:** Funds are available in the FY 2025-26 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a change order with Axon Enterprises, Inc. in the amount of \$698,768.34 for fiscal year 2025–2026. This change order will support the expansion of the existing body-worn and fleet camera services, and will include the

addition of services for the interview rooms located at Police Headquarters and authorize the appropriate City Official(s) to execute all necessary documents.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-659105-45832AS**

Issued: 06/24/2025

Quote Expiration: 07/15/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 172690

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

| SHIP TO                                                                                            | BILL TO                                                                                                     |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| High Point Police Department - NC<br>1730 WESTCHESTER DR<br>HIGH POINT,<br>NC<br>27262-7007<br>USA | High Point Police Department - NC<br>1730 WESTCHESTER DR<br>HIGH POINT<br>NC<br>27262-7007<br>USA<br>Email: |

| SALES REPRESENTATIVE                                     | PRIMARY CONTACT                                                                   |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|
| Andrea Swann<br>Phone:<br>Email: aswann@axon.com<br>Fax: | Matthew Truitt<br>Phone: 3368877817<br>Email: matt.truitt@highpointnc.gov<br>Fax: |

### Quote Summary

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 42 Months           |
| <b>TOTAL COST</b>             | <b>\$670,232.22</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$698,768.34</b> |

### Discount Summary

|                          |                     |
|--------------------------|---------------------|
| Average Savings Per Year | \$37,129.79         |
| <b>TOTAL SAVINGS</b>     | <b>\$129,954.28</b> |

Payment Summary

| Date     | Subtotal     | Tax         | Total        |
|----------|--------------|-------------|--------------|
| Sep 2025 | \$167,558.04 | \$7,134.02  | \$174,692.06 |
| Jul 2026 | \$167,558.06 | \$7,134.02  | \$174,692.08 |
| Jul 2027 | \$167,558.06 | \$7,134.02  | \$174,692.08 |
| Jul 2028 | \$167,558.06 | \$7,134.06  | \$174,692.12 |
| Total    | \$670,232.22 | \$28,536.12 | \$698,768.34 |

|                        |              |
|------------------------|--------------|
| Quote Unbundled Price: | \$800,189.88 |
| Quote List Price:      | \$684,113.22 |
| Quote Subtotal:        | \$670,232.22 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                                         | Qty | Term | Unbundled | List Price | Net Price | Subtotal            | Tax                | Total               |
|----------------------------|-----------------------------------------------------|-----|------|-----------|------------|-----------|---------------------|--------------------|---------------------|
| <b>Program</b>             |                                                     |     |      |           |            |           |                     |                    |                     |
| 50480                      | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM | 1   | 17   |           | \$247.60   | \$247.60  | \$4,209.20          | \$284.12           | \$4,493.32          |
| 50489                      | TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM | 1   | 17   |           | \$897.50   | \$897.50  | \$15,257.50         | \$1,029.88         | \$16,287.38         |
| 80462                      | TRUE UP - FLEET 3 ADVANCED WITH TAP                 | 10  | 17   |           | \$108.00   | \$108.00  | \$18,360.00         | \$1,239.30         | \$19,599.30         |
| 73352                      | TRUE UP - BWC HW FINANCE/TAP                        | 48  | 17   |           | \$23.30    | \$23.30   | \$19,012.80         | \$1,283.37         | \$20,296.17         |
| IR1CA                      | Interview Room 1 Camera Standard                    | 1   | 42   | \$848.64  | \$497.90   | \$497.90  | \$20,911.80         | \$1,205.15         | \$22,116.95         |
| IR2CA                      | Interview Room 2 Camera Standard                    | 5   | 42   | \$535.68  | \$437.17   | \$437.17  | \$91,805.70         | \$3,690.89         | \$95,496.59         |
| BWCamTAP                   | Body Worn Camera TAP Bundle                         | 48  | 42   | \$55.31   | \$33.13    | \$33.13   | \$66,790.08         | \$4,508.34         | \$71,298.42         |
| BWCamSBDTAP                | Body Worn Camera Single-Bay Dock TAP Bundle         | 3   | 42   | \$15.36   | \$12.16    | \$12.16   | \$1,532.16          | \$103.42           | \$1,635.58          |
| Fleet3A                    | Fleet 3 Advanced                                    | 10  | 42   | \$338.35  | \$253.73   | \$219.57  | \$92,219.40         | \$3,300.85         | \$95,520.25         |
| <b>A la Carte Hardware</b> |                                                     |     |      |           |            |           |                     |                    |                     |
| 71210                      | AXON FLEET - DOOR TRIGGER HARDWARE - US             | 10  |      |           | \$18.60    | \$18.60   | \$186.00            | \$12.56            | \$198.56            |
| 50265                      | AXON INTERVIEW - IO RED LED                         | 6   |      |           | \$35.00    | \$35.00   | \$210.00            | \$14.17            | \$224.17            |
| 50258                      | AXON INTERVIEW - IO MODULE CABINET                  | 2   |      |           | \$445.00   | \$445.00  | \$890.00            | \$60.07            | \$950.07            |
| 50267                      | AXON INTERVIEW - IO MODULE                          | 2   |      |           | \$788.00   | \$788.00  | \$1,576.00          | \$106.38           | \$1,682.38          |
| H00001                     | AB4 Camera Bundle                                   | 48  |      |           | \$899.00   | \$899.00  | \$43,152.00         | \$2,912.76         | \$46,064.76         |
| H00003                     | AB4 1-Bay Dock Bundle                               | 3   |      |           | \$229.00   | \$229.00  | \$687.00            | \$46.37            | \$733.37            |
| <b>A la Carte Software</b> |                                                     |     |      |           |            |           |                     |                    |                     |
| 73449                      | AXON BODY - LICENSE - DEVICE CONNECTIVITY           | 48  | 42   |           | \$5.26     | \$5.26    | \$10,604.16         | \$0.00             | \$10,604.16         |
| 73682                      | AXON EVIDENCE - AUTO TAGGING LICENSE                | 48  | 42   |           | \$10.52    | \$10.52   | \$21,208.32         | \$0.00             | \$21,208.32         |
| 73447                      | AXON FUSUS - LICENSE - PLUS USER                    | 48  | 42   |           | \$14.72    | \$14.72   | \$29,675.52         | \$0.00             | \$29,675.52         |
| 73686                      | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)   | 48  | 42   |           | \$26.29    | \$26.29   | \$53,000.64         | \$0.00             | \$53,000.64         |
| BasicLicense               | Basic License Bundle                                | 35  | 42   |           | \$15.77    | \$15.92   | \$23,402.40         | \$0.00             | \$23,402.40         |
| ProLicense                 | Pro License Bundle                                  | 13  | 42   |           | \$47.32    | \$47.77   | \$26,082.42         | \$0.00             | \$26,082.42         |
| <b>A la Carte Services</b> |                                                     |     |      |           |            |           |                     |                    |                     |
| 11642                      | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 293 | 42   |           | \$10.52    | \$10.52   | \$129,459.12        | \$8,738.49         | \$138,197.61        |
| <b>Total</b>               |                                                     |     |      |           |            |           | <b>\$670,232.22</b> | <b>\$28,536.12</b> | <b>\$698,768.34</b> |

## Delivery Schedule

### Hardware

| Bundle                | Item   | Description                                      | QTY | Shipping Location | Estimated Delivery Date |
|-----------------------|--------|--------------------------------------------------|-----|-------------------|-------------------------|
| AB4 1-Bay Dock Bundle | 100201 | AXON BODY 4 - DOCK - SINGLE BAY                  | 3   | 1                 | 09/01/2025              |
| AB4 1-Bay Dock Bundle | 71104  | AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA   | 3   | 1                 | 09/01/2025              |
| AB4 Camera Bundle     | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK | 48  | 1                 | 09/01/2025              |

## Hardware

| Bundle                                      | Item   | Description                                               | QTY | Shipping Location | Estimated Delivery Date |
|---------------------------------------------|--------|-----------------------------------------------------------|-----|-------------------|-------------------------|
|                                             |        | RAPIDLOCK                                                 |     |                   |                         |
| AB4 Camera Bundle                           | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C                      | 53  | 1                 | 09/01/2025              |
| AB4 Camera Bundle                           | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE                   | 53  | 1                 | 09/01/2025              |
| AB4 Camera Bundle                           | 11507  | AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE                | 25  | 1                 | 09/01/2025              |
| AB4 Camera Bundle                           | 11508  | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE                | 23  | 1                 | 09/01/2025              |
| Fleet 3 Advanced                            | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 10  | 1                 | 09/01/2025              |
| Fleet 3 Advanced                            | 101924 | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 10  | 1                 | 09/01/2025              |
| Fleet 3 Advanced                            | 70112  | AXON SIGNAL - VEHICLE                                     | 10  | 1                 | 09/01/2025              |
| Fleet 3 Advanced                            | 72036  | AXON FLEET 3 - STANDARD 2 CAMERA KIT                      | 10  | 1                 | 09/01/2025              |
| Interview Room 1 Camera Standard            | 50118  | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)               | 1   | 1                 | 09/01/2025              |
| Interview Room 1 Camera Standard            | 50221  | AXON INTERVIEW - POE SWITCH - 24 PORT                     | 1   | 1                 | 09/01/2025              |
| Interview Room 1 Camera Standard            | 50295  | AXON INTERVIEW - SERVER - PRO                             | 2   | 1                 | 09/01/2025              |
| Interview Room 1 Camera Standard            | 50298  | AXON INTERVIEW - CAMERA - OVERT DOME                      | 1   | 1                 | 09/01/2025              |
| Interview Room 1 Camera Standard            | 50322  | AXON INTERVIEW - TOUCH PANEL PRO                          | 1   | 1                 | 09/01/2025              |
| Interview Room 1 Camera Standard            | 74056  | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                   | 1   | 1                 | 09/01/2025              |
| Interview Room 2 Camera Standard            | 50118  | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)               | 10  | 1                 | 09/01/2025              |
| Interview Room 2 Camera Standard            | 50221  | AXON INTERVIEW - POE SWITCH - 24 PORT                     | 1   | 1                 | 09/01/2025              |
| Interview Room 2 Camera Standard            | 50298  | AXON INTERVIEW - CAMERA - OVERT DOME                      | 10  | 1                 | 09/01/2025              |
| Interview Room 2 Camera Standard            | 50322  | AXON INTERVIEW - TOUCH PANEL PRO                          | 5   | 1                 | 09/01/2025              |
| Interview Room 2 Camera Standard            | 74056  | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                   | 5   | 1                 | 09/01/2025              |
| A la Carte                                  | 50258  | AXON INTERVIEW - IO MODULE CABINET                        | 2   | 1                 | 09/01/2025              |
| A la Carte                                  | 50265  | AXON INTERVIEW - IO RED LED                               | 6   | 1                 | 09/01/2025              |
| A la Carte                                  | 50267  | AXON INTERVIEW - IO MODULE                                | 2   | 1                 | 09/01/2025              |
| A la Carte                                  | 71210  | AXON FLEET - DOOR TRIGGER HARDWARE - US                   | 10  | 1                 | 09/01/2025              |
| Body Worn Camera Single-Bay Dock TAP Bundle | 73313  | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY               | 3   | 1                 | 10/01/2026              |
| Body Worn Camera TAP Bundle                 | 73309  | AXON BODY - TAP REFRESH 1 - CAMERA                        | 48  | 1                 | 10/01/2026              |
| Body Worn Camera Single-Bay Dock TAP Bundle | 73314  | AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY               | 3   | 1                 | 03/01/2029              |
| Body Worn Camera TAP Bundle                 | 73310  | AXON BODY - TAP REFRESH 2 - CAMERA                        | 48  | 1                 | 03/01/2029              |
| Fleet 3 Advanced                            | 72040  | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT                 | 10  | 1                 | 03/01/2029              |

## Software

| Bundle                           | Item  | Description                                                     | QTY | Estimated Start Date | Estimated End Date |
|----------------------------------|-------|-----------------------------------------------------------------|-----|----------------------|--------------------|
| Basic License Bundle             | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE                       | 35  | 10/01/2025           | 03/31/2029         |
| Basic License Bundle             | 73840 | AXON EVIDENCE - ECOM LICENSE - BASIC                            | 35  | 10/01/2025           | 03/31/2029         |
| Fleet 3 Advanced                 | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE                           | 10  | 10/01/2025           | 03/31/2029         |
| Fleet 3 Advanced                 | 80401 | AXON FLEET 3 - ALPR LICENSE - 1 CAMERA                          | 10  | 10/01/2025           | 03/31/2029         |
| Fleet 3 Advanced                 | 80402 | AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM | 10  | 10/01/2025           | 03/31/2029         |
| Fleet 3 Advanced                 | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED              | 20  | 10/01/2025           | 03/31/2029         |
| Interview Room 1 Camera Standard | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC           | 1   | 10/01/2025           | 03/31/2029         |
| Interview Room 1 Camera Standard | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL       | 1   | 10/01/2025           | 03/31/2029         |
| Interview Room 1 Camera Standard | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER          | 2   | 10/01/2025           | 03/31/2029         |
| Interview Room 1 Camera Standard | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER      | 2   | 10/01/2025           | 03/31/2029         |
| Interview Room 1 Camera Standard | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED              | 1   | 10/01/2025           | 03/31/2029         |
| Interview Room 1 Camera Standard | 73840 | AXON EVIDENCE - ECOM LICENSE - BASIC                            | 1   | 10/01/2025           | 03/31/2029         |
| Interview Room 2 Camera Standard | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC           | 5   | 10/01/2025           | 03/31/2029         |

## Software

| Bundle                           | Item  | Description                                               | QTY | Estimated Start Date | Estimated End Date |
|----------------------------------|-------|-----------------------------------------------------------|-----|----------------------|--------------------|
| Interview Room 2 Camera Standard | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 5   | 10/01/2025           | 03/31/2029         |
| Interview Room 2 Camera Standard | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED        | 10  | 10/01/2025           | 03/31/2029         |
| Pro License Bundle               | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE                 | 39  | 10/01/2025           | 03/31/2029         |
| Pro License Bundle               | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO                        | 13  | 10/01/2025           | 03/31/2029         |
| A la Carte                       | 73447 | AXON FUSUS - LICENSE - PLUS USER                          | 48  | 10/01/2025           | 03/31/2029         |
| A la Carte                       | 73449 | AXON BODY - LICENSE - DEVICE CONNECTIVITY                 | 48  | 10/01/2025           | 03/31/2029         |
| A la Carte                       | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE                      | 48  | 10/01/2025           | 03/31/2029         |
| A la Carte                       | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)         | 48  | 10/01/2025           | 03/31/2029         |

## Services

| Bundle                           | Item   | Description                                         | QTY |
|----------------------------------|--------|-----------------------------------------------------|-----|
| Fleet 3 Advanced                 | 100738 | AXON FLEET 3 - SIM INSERTION - VZW 4FF              | 10  |
| Interview Room 1 Camera Standard | 85170  | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 1   |
| Interview Room 2 Camera Standard | 85170  | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 5   |
| A la Carte                       | 11642  | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 293 |

## Warranties

| Bundle                                      | Item   | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------------------|--------|--------------------------------------------|-----|----------------------|--------------------|
| Interview Room 1 Camera Standard            | 101648 | AXON INTERVIEW - EXT WARRANTY - 5 YEARS    | 1   |                      |                    |
| Interview Room 2 Camera Standard            | 101648 | AXON INTERVIEW - EXT WARRANTY - 5 YEARS    | 5   |                      |                    |
| Body Worn Camera Single-Bay Dock TAP Bundle | 80466  | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK | 3   | 09/01/2026           | 03/31/2029         |
| Body Worn Camera TAP Bundle                 | 80464  | AXON BODY - TAP WARRANTY - CAMERA          | 48  | 09/01/2026           | 03/31/2029         |
| Fleet 3 Advanced                            | 80379  | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT   | 10  | 09/01/2026           | 03/31/2029         |
| Fleet 3 Advanced                            | 80495  | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 10  | 09/01/2026           | 03/31/2029         |



## Shipping Locations

| Location Number | Street              | City       | State | Zip        | Country |
|-----------------|---------------------|------------|-------|------------|---------|
| 1               | 1730 WESTCHESTER DR | HIGH POINT | NC    | 27262-7007 | USA     |

## Payment Details

### Sep 2025

| Invoice Plan      | Item         | Description                                         | Qty | Subtotal            | Tax               | Total               |
|-------------------|--------------|-----------------------------------------------------|-----|---------------------|-------------------|---------------------|
| Co-Term To Year 2 | 11642        | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 293 | \$32,364.76         | \$2,184.62        | \$34,549.38         |
| Co-Term To Year 2 | 50258        | AXON INTERVIEW - IO MODULE CABINET                  | 2   | \$222.50            | \$15.02           | \$237.52            |
| Co-Term To Year 2 | 50265        | AXON INTERVIEW - IO RED LED                         | 6   | \$52.50             | \$3.54            | \$56.04             |
| Co-Term To Year 2 | 50267        | AXON INTERVIEW - IO MODULE                          | 2   | \$394.00            | \$26.60           | \$420.60            |
| Co-Term To Year 2 | 50480        | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM | 1   | \$1,052.30          | \$71.03           | \$1,123.33          |
| Co-Term To Year 2 | 50489        | TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM | 1   | \$3,814.38          | \$257.47          | \$4,071.85          |
| Co-Term To Year 2 | 71210        | AXON FLEET - DOOR TRIGGER HARDWARE - US             | 10  | \$46.50             | \$3.14            | \$49.64             |
| Co-Term To Year 2 | 73352        | TRUE UP - BWC HW FINANCE/TAP                        | 48  | \$4,753.20          | \$320.84          | \$5,074.04          |
| Co-Term To Year 2 | 73447        | AXON FUSUS - LICENSE - PLUS USER                    | 48  | \$7,418.88          | \$0.00            | \$7,418.88          |
| Co-Term To Year 2 | 73449        | AXON BODY - LICENSE - DEVICE CONNECTIVITY           | 48  | \$2,651.04          | \$0.00            | \$2,651.04          |
| Co-Term To Year 2 | 73682        | AXON EVIDENCE - AUTO TAGGING LICENSE                | 48  | \$5,302.08          | \$0.00            | \$5,302.08          |
| Co-Term To Year 2 | 73686        | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)   | 48  | \$13,250.16         | \$0.00            | \$13,250.16         |
| Co-Term To Year 2 | 80462        | TRUE UP - FLEET 3 ADVANCED WITH TAP                 | 10  | \$4,590.00          | \$309.82          | \$4,899.82          |
| Co-Term To Year 2 | BasicLicense | Basic License Bundle                                | 35  | \$5,850.60          | \$0.00            | \$5,850.60          |
| Co-Term To Year 2 | BWCamSBDTAP  | Body Worn Camera Single-Bay Dock TAP Bundle         | 3   | \$383.04            | \$25.85           | \$408.89            |
| Co-Term To Year 2 | BWCamTAP     | Body Worn Camera TAP Bundle                         | 48  | \$16,697.52         | \$1,127.08        | \$17,824.60         |
| Co-Term To Year 2 | Fleet3A      | Fleet 3 Advanced                                    | 10  | \$23,054.85         | \$825.22          | \$23,880.07         |
| Co-Term To Year 2 | H00001       | AB4 Camera Bundle                                   | 48  | \$10,788.00         | \$728.19          | \$11,516.19         |
| Co-Term To Year 2 | H00003       | AB4 1-Bay Dock Bundle                               | 3   | \$171.75            | \$11.59           | \$183.34            |
| Co-Term To Year 2 | IR1CA        | Interview Room 1 Camera Standard                    | 1   | \$5,227.96          | \$301.29          | \$5,529.25          |
| Co-Term To Year 2 | IR2CA        | Interview Room 2 Camera Standard                    | 5   | \$22,951.42         | \$922.72          | \$23,874.14         |
| Co-Term To Year 2 | ProLicense   | Pro License Bundle                                  | 13  | \$6,520.60          | \$0.00            | \$6,520.60          |
| <b>Total</b>      |              |                                                     |     | <b>\$167,558.04</b> | <b>\$7,134.02</b> | <b>\$174,692.06</b> |

### Oct 2025

| Invoice Plan             | Item        | Description                                 | Qty | Subtotal      | Tax           | Total         |
|--------------------------|-------------|---------------------------------------------|-----|---------------|---------------|---------------|
| Invoice Upon Fulfillment | BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 3   | \$0.00        | \$0.00        | \$0.00        |
| Invoice Upon Fulfillment | BWCamTAP    | Body Worn Camera TAP Bundle                 | 48  | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |             |                                             |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

### Jul 2026

| Invoice Plan | Item  | Description                                         | Qty | Subtotal    | Tax        | Total       |
|--------------|-------|-----------------------------------------------------|-----|-------------|------------|-------------|
| Year 3       | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 293 | \$32,364.78 | \$2,184.62 | \$34,549.40 |
| Year 3       | 50258 | AXON INTERVIEW - IO MODULE CABINET                  | 2   | \$222.50    | \$15.02    | \$237.52    |
| Year 3       | 50265 | AXON INTERVIEW - IO RED LED                         | 6   | \$52.50     | \$3.54     | \$56.04     |
| Year 3       | 50267 | AXON INTERVIEW - IO MODULE                          | 2   | \$394.00    | \$26.60    | \$420.60    |
| Year 3       | 50480 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM | 1   | \$1,052.30  | \$71.03    | \$1,123.33  |
| Year 3       | 50489 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM | 1   | \$3,814.38  | \$257.47   | \$4,071.85  |
| Year 3       | 71210 | AXON FLEET - DOOR TRIGGER HARDWARE - US             | 10  | \$46.50     | \$3.14     | \$49.64     |

| Jul 2026     |              |                                                   |     |                     |                   |                     |
|--------------|--------------|---------------------------------------------------|-----|---------------------|-------------------|---------------------|
| Invoice Plan | Item         | Description                                       | Qty | Subtotal            | Tax               | Total               |
| Year 3       | 73352        | TRUE UP - BWC HW FINANCE/TAP                      | 48  | \$4,753.20          | \$320.84          | \$5,074.04          |
| Year 3       | 73447        | AXON FUSUS - LICENSE - PLUS USER                  | 48  | \$7,418.88          | \$0.00            | \$7,418.88          |
| Year 3       | 73449        | AXON BODY - LICENSE - DEVICE CONNECTIVITY         | 48  | \$2,651.04          | \$0.00            | \$2,651.04          |
| Year 3       | 73682        | AXON EVIDENCE - AUTO TAGGING LICENSE              | 48  | \$5,302.08          | \$0.00            | \$5,302.08          |
| Year 3       | 73686        | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 48  | \$13,250.16         | \$0.00            | \$13,250.16         |
| Year 3       | 80462        | TRUE UP - FLEET 3 ADVANCED WITH TAP               | 10  | \$4,590.00          | \$309.82          | \$4,899.82          |
| Year 3       | BasicLicense | Basic License Bundle                              | 35  | \$5,850.60          | \$0.00            | \$5,850.60          |
| Year 3       | BWCamSBDTAP  | Body Worn Camera Single-Bay Dock TAP Bundle       | 3   | \$383.04            | \$25.85           | \$408.89            |
| Year 3       | BWCamTAP     | Body Worn Camera TAP Bundle                       | 48  | \$16,697.52         | \$1,127.08        | \$17,824.60         |
| Year 3       | Fleet3A      | Fleet 3 Advanced                                  | 10  | \$23,054.85         | \$825.22          | \$23,880.07         |
| Year 3       | H00001       | AB4 Camera Bundle                                 | 48  | \$10,788.00         | \$728.19          | \$11,516.19         |
| Year 3       | H00003       | AB4 1-Bay Dock Bundle                             | 3   | \$171.75            | \$11.59           | \$183.34            |
| Year 3       | IR1CA        | Interview Room 1 Camera Standard                  | 1   | \$5,227.96          | \$301.29          | \$5,529.25          |
| Year 3       | IR2CA        | Interview Room 2 Camera Standard                  | 5   | \$22,951.42         | \$922.72          | \$23,874.14         |
| Year 3       | ProLicense   | Pro License Bundle                                | 13  | \$6,520.60          | \$0.00            | \$6,520.60          |
| <b>Total</b> |              |                                                   |     | <b>\$167,558.06</b> | <b>\$7,134.02</b> | <b>\$174,692.08</b> |

| Jul 2027     |              |                                                     |     |                     |                   |                     |
|--------------|--------------|-----------------------------------------------------|-----|---------------------|-------------------|---------------------|
| Invoice Plan | Item         | Description                                         | Qty | Subtotal            | Tax               | Total               |
| Year 4       | 11642        | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 293 | \$32,364.78         | \$2,184.62        | \$34,549.40         |
| Year 4       | 50258        | AXON INTERVIEW - IO MODULE CABINET                  | 2   | \$222.50            | \$15.02           | \$237.52            |
| Year 4       | 50265        | AXON INTERVIEW - IO RED LED                         | 6   | \$52.50             | \$3.54            | \$56.04             |
| Year 4       | 50267        | AXON INTERVIEW - IO MODULE                          | 2   | \$394.00            | \$26.60           | \$420.60            |
| Year 4       | 50480        | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM | 1   | \$1,052.30          | \$71.03           | \$1,123.33          |
| Year 4       | 50489        | TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM | 1   | \$3,814.38          | \$257.47          | \$4,071.85          |
| Year 4       | 71210        | AXON FLEET - DOOR TRIGGER HARDWARE - US             | 10  | \$46.50             | \$3.14            | \$49.64             |
| Year 4       | 73352        | TRUE UP - BWC HW FINANCE/TAP                        | 48  | \$4,753.20          | \$320.84          | \$5,074.04          |
| Year 4       | 73447        | AXON FUSUS - LICENSE - PLUS USER                    | 48  | \$7,418.88          | \$0.00            | \$7,418.88          |
| Year 4       | 73449        | AXON BODY - LICENSE - DEVICE CONNECTIVITY           | 48  | \$2,651.04          | \$0.00            | \$2,651.04          |
| Year 4       | 73682        | AXON EVIDENCE - AUTO TAGGING LICENSE                | 48  | \$5,302.08          | \$0.00            | \$5,302.08          |
| Year 4       | 73686        | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)   | 48  | \$13,250.16         | \$0.00            | \$13,250.16         |
| Year 4       | 80462        | TRUE UP - FLEET 3 ADVANCED WITH TAP                 | 10  | \$4,590.00          | \$309.82          | \$4,899.82          |
| Year 4       | BasicLicense | Basic License Bundle                                | 35  | \$5,850.60          | \$0.00            | \$5,850.60          |
| Year 4       | BWCamSBDTAP  | Body Worn Camera Single-Bay Dock TAP Bundle         | 3   | \$383.04            | \$25.85           | \$408.89            |
| Year 4       | BWCamTAP     | Body Worn Camera TAP Bundle                         | 48  | \$16,697.52         | \$1,127.08        | \$17,824.60         |
| Year 4       | Fleet3A      | Fleet 3 Advanced                                    | 10  | \$23,054.85         | \$825.22          | \$23,880.07         |
| Year 4       | H00001       | AB4 Camera Bundle                                   | 48  | \$10,788.00         | \$728.19          | \$11,516.19         |
| Year 4       | H00003       | AB4 1-Bay Dock Bundle                               | 3   | \$171.75            | \$11.59           | \$183.34            |
| Year 4       | IR1CA        | Interview Room 1 Camera Standard                    | 1   | \$5,227.96          | \$301.29          | \$5,529.25          |
| Year 4       | IR2CA        | Interview Room 2 Camera Standard                    | 5   | \$22,951.42         | \$922.72          | \$23,874.14         |
| Year 4       | ProLicense   | Pro License Bundle                                  | 13  | \$6,520.60          | \$0.00            | \$6,520.60          |
| <b>Total</b> |              |                                                     |     | <b>\$167,558.06</b> | <b>\$7,134.02</b> | <b>\$174,692.08</b> |

| Jul 2028     |       |                                                     |     |             |            |             |
|--------------|-------|-----------------------------------------------------|-----|-------------|------------|-------------|
| Invoice Plan | Item  | Description                                         | Qty | Subtotal    | Tax        | Total       |
| Year 5       | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 293 | \$32,364.78 | \$2,184.63 | \$34,549.41 |
| Year 5       | 50258 | AXON INTERVIEW - IO MODULE CABINET                  | 2   | \$222.50    | \$15.01    | \$237.51    |
| Year 5       | 50265 | AXON INTERVIEW - IO RED LED                         | 6   | \$52.50     | \$3.55     | \$56.05     |
| Year 5       | 50267 | AXON INTERVIEW - IO MODULE                          | 2   | \$394.00    | \$26.58    | \$420.58    |
| Year 5       | 50480 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM | 1   | \$1,052.30  | \$71.03    | \$1,123.33  |
| Year 5       | 50489 | TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM | 1   | \$3,814.38  | \$257.47   | \$4,071.85  |

| Jul 2028     |              |                                                   |     |                     |                   |                     |
|--------------|--------------|---------------------------------------------------|-----|---------------------|-------------------|---------------------|
| Invoice Plan | Item         | Description                                       | Qty | Subtotal            | Tax               | Total               |
| Year 5       | 71210        | AXON FLEET - DOOR TRIGGER HARDWARE - US           | 10  | \$46.50             | \$3.14            | \$49.64             |
| Year 5       | 73352        | TRUE UP - BWC HW FINANCE/TAP                      | 48  | \$4,753.20          | \$320.85          | \$5,074.05          |
| Year 5       | 73447        | AXON FUSUS - LICENSE - PLUS USER                  | 48  | \$7,418.88          | \$0.00            | \$7,418.88          |
| Year 5       | 73449        | AXON BODY - LICENSE - DEVICE CONNECTIVITY         | 48  | \$2,651.04          | \$0.00            | \$2,651.04          |
| Year 5       | 73682        | AXON EVIDENCE - AUTO TAGGING LICENSE              | 48  | \$5,302.08          | \$0.00            | \$5,302.08          |
| Year 5       | 73686        | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 48  | \$13,250.16         | \$0.00            | \$13,250.16         |
| Year 5       | 80462        | TRUE UP - FLEET 3 ADVANCED WITH TAP               | 10  | \$4,590.00          | \$309.84          | \$4,899.84          |
| Year 5       | BasicLicense | Basic License Bundle                              | 35  | \$5,850.60          | \$0.00            | \$5,850.60          |
| Year 5       | BWCamSBDTAP  | Body Worn Camera Single-Bay Dock TAP Bundle       | 3   | \$383.04            | \$25.87           | \$408.91            |
| Year 5       | BWCamTAP     | Body Worn Camera TAP Bundle                       | 48  | \$16,697.52         | \$1,127.10        | \$17,824.62         |
| Year 5       | Fleet3A      | Fleet 3 Advanced                                  | 10  | \$23,054.85         | \$825.19          | \$23,880.04         |
| Year 5       | H00001       | AB4 Camera Bundle                                 | 48  | \$10,788.00         | \$728.19          | \$11,516.19         |
| Year 5       | H00003       | AB4 1-Bay Dock Bundle                             | 3   | \$171.75            | \$11.60           | \$183.35            |
| Year 5       | IR1CA        | Interview Room 1 Camera Standard                  | 1   | \$5,227.96          | \$301.28          | \$5,529.24          |
| Year 5       | IR2CA        | Interview Room 2 Camera Standard                  | 5   | \$22,951.42         | \$922.73          | \$23,874.15         |
| Year 5       | ProLicense   | Pro License Bundle                                | 13  | \$6,520.60          | \$0.00            | \$6,520.60          |
| <b>Total</b> |              |                                                   |     | <b>\$167,558.06</b> | <b>\$7,134.06</b> | <b>\$174,692.12</b> |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract City of Charlotte CCPA Contract 2022000665 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to

develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

6/24/2025



## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and High Point Police Department - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**



On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

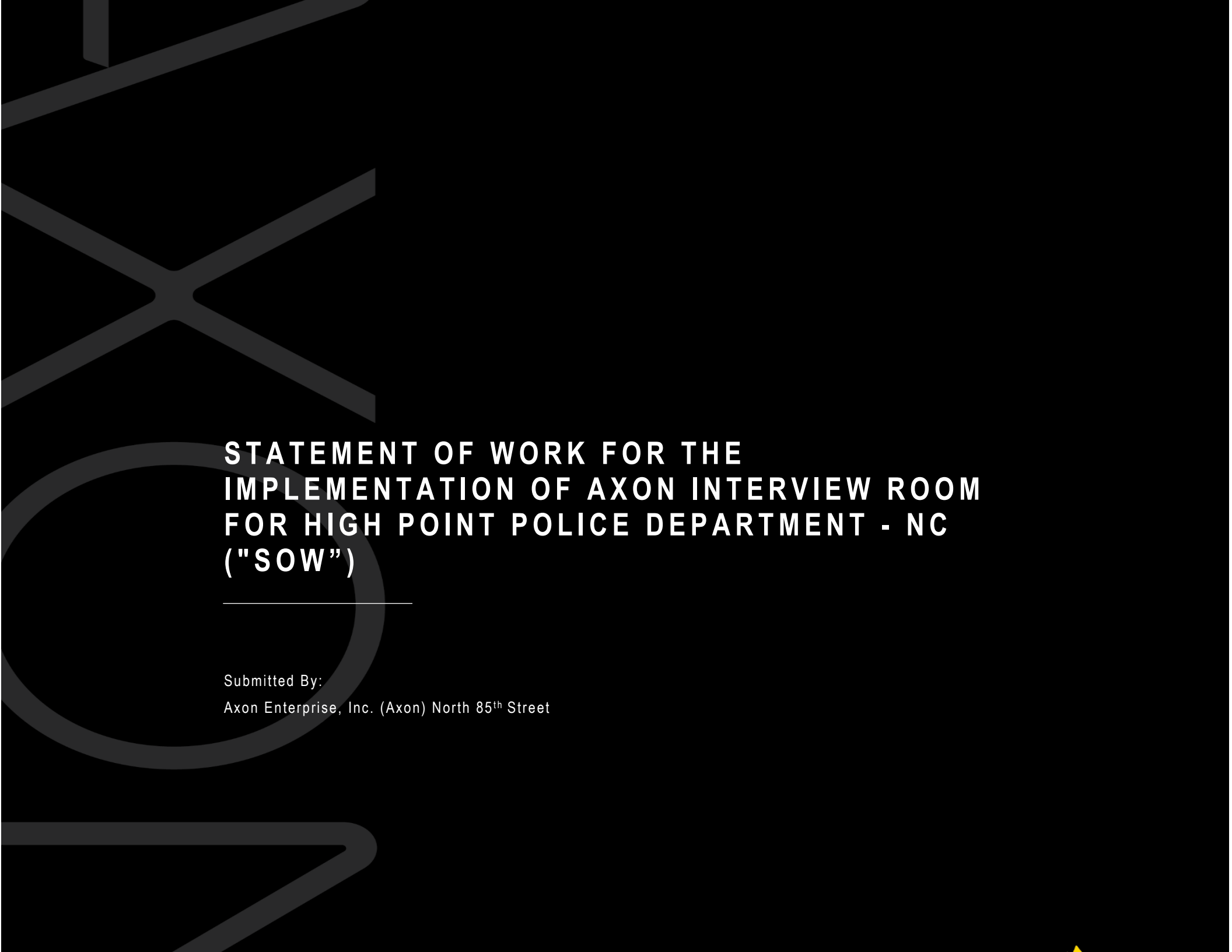
If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



# STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR HIGH POINT POLICE DEPARTMENT - NC ("SOW")

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Submitted By:

Axon Enterprise, Inc. (Axon) North 85<sup>th</sup> Street



# 1. PROJECT OVERVIEW:

## 1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

## 1.2 DEFINITIONS

| TERM                          | DEFINITION                                                                                                                              |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| PARTIES                       |                                                                                                                                         |
| Agency                        | High Point Police Department - NC who is identified within this SOW                                                                     |
| End-Users                     | Specific Agency groups that will use the system                                                                                         |
| Professional Services         | The services that Axon will provide within the scope of this SOW                                                                        |
| SYSTEMS                       |                                                                                                                                         |
| Axon Systems                  | Software solutions and Agency specific integrations developed by Axon                                                                   |
| CJIS                          | The Federal Bureau of Investigation's Criminal Justice Information System                                                               |
| NCIC                          | National Crime Information Center                                                                                                       |
| Product                       | The hardware and software solution being implemented as part of this SOW                                                                |
| Production Environment        | The operational environment where the Product will be accessed                                                                          |
| PROJECT & MILESTONES          |                                                                                                                                         |
| Project                       | Scope of this SOW as defined by the work to be completed described herein                                                               |
| Project Change Order (PCO)    | Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW |
| ACCEPTANCE                    |                                                                                                                                         |
| Blocker                       | Issue impacting 50% or more users                                                                                                       |
| Functional Acceptance Testing | Testing the functionality of the system as configured for Agency                                                                        |



## 1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



## **2. PROFESSIONAL SERVICES:**

### **2.1 GENERAL**

- ▶ Axon will provide a project manager throughout entire project.

### **2.2 HARDWARE**



## 2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

## 2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
  - o Hardware Wiring
  - o Hardware Mounting
  - o Hardware Functionality
  - o Firmware Updates
  - o Software Install and Configuration
  - o Functional Test of all features

## 2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.





## **3. PROJECT MANAGEMENT:**

### **3.1 MANAGEMENT RESOURCES**

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

### **3.2 REQUIREMENTS PLANNING**

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

### **3.3 CHANGE CONTROL**

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



## 4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



## 5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the [help.axon.com](https://help.axon.com) support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at [Support@Axon.com](mailto:Support@Axon.com). Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



## 6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

AGENCY

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



## ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

|                          |
|--------------------------|
| Date:                    |
| Axon Product or Service: |
| Change Order Details     |

AXON ENTERPRISE, INC.

AGENCY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Contract with Asplundh

**FROM:**

Tyler Berrier  
Utilities Director

**MEETING DATE:**

August 14, 2025

**PUBLIC HEARING:**

No

**ADVERTISED DATE/BY:**

N/A

**ATTACHMENTS:**

1. Tree Trimming Circuit Map #1
  2. Tree Trimming Circuit Map #2
  3. Tree Trimming Circuit Map #3
  4. Tabulation Sheet
  5. Bid Recommendation Form
- 

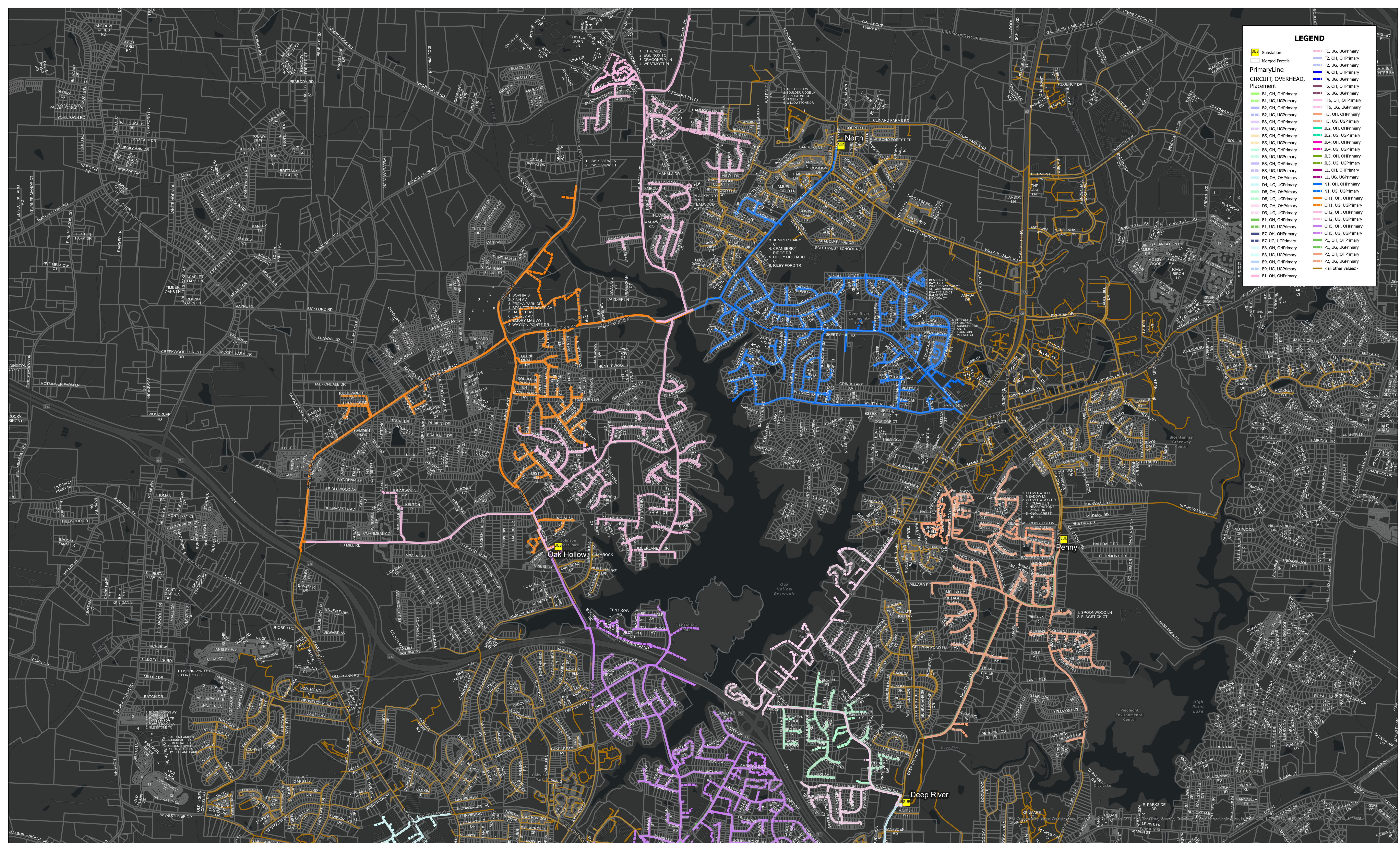
**PURPOSE:** The Electric Department is responsible for trimming trees for over 450 miles of overhead transmission and distribution lines. This RFP was for a tree trimming services contractor to assist the Electric Utilities Department with tree trimming.

**BACKGROUND:** Electric is taking a new approach to our tree trimming program. Soliciting bids for Time & Equipment previously, we will now be bidding this service on a Lump Sum "per circuit" basis. This will allow us to complete more trimming with the same budget numbers.

**BUDGET IMPACT:** Funds are available in the FY 2025-26 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a contract with Asplundh in the amount of \$2,550,000 for tree trimming services and authorize the appropriate City Official(s) to execute all necessary documents.





**LEGEND**

**Substation**

- Substation
- Merged Parcels

**PrimaryLine**

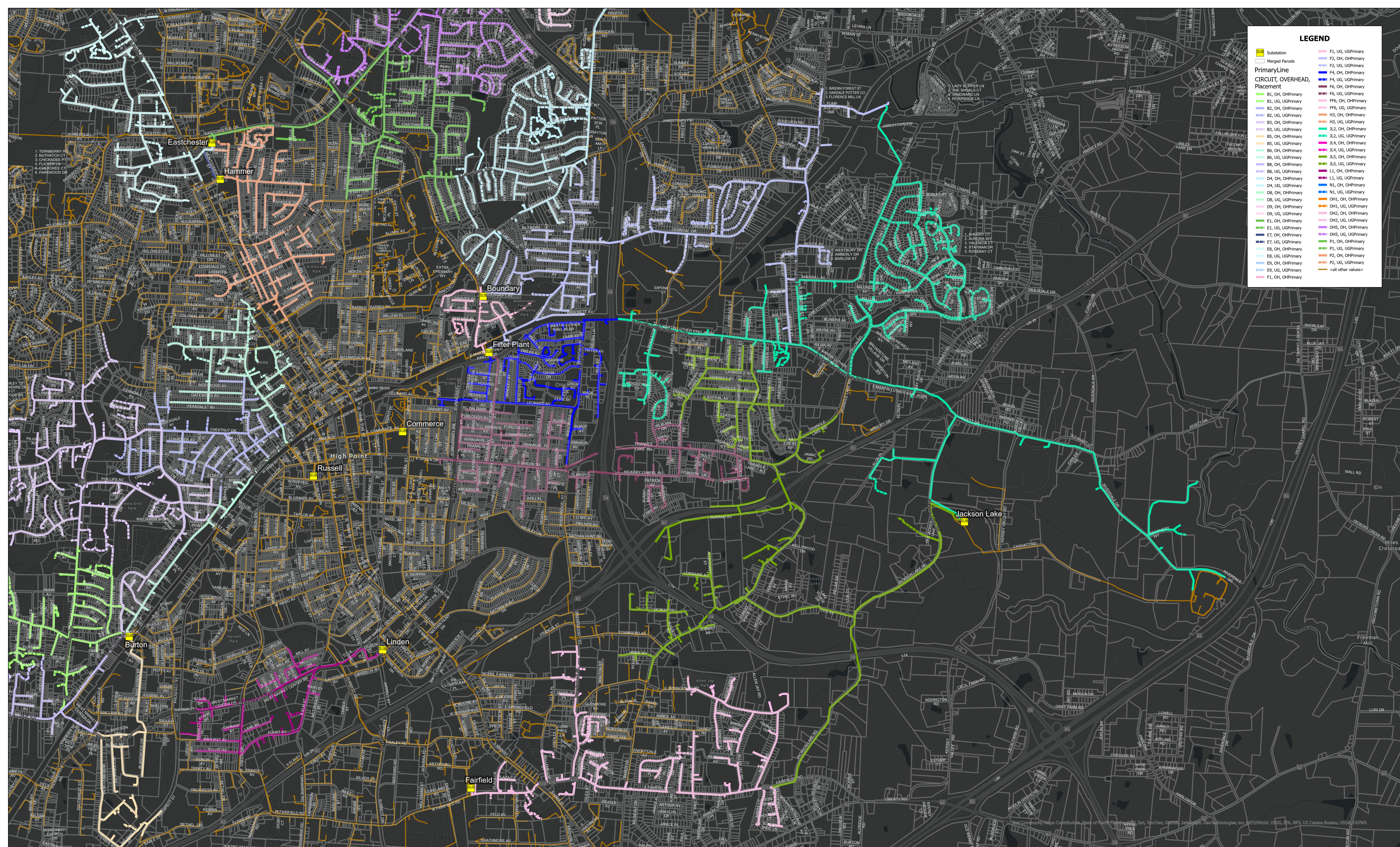
**CIRCUIT, OVERHEAD, Placement**

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| F28, OH, OHPPrimary | F81, UG, OHPPrimary  | F82, OH, OHPPrimary  |
| F28, OH, UGPrimary  | F82, UG, OHPPrimary  | F83, OH, OHPPrimary  |
| F29, OH, OHPPrimary | F83, UG, OHPPrimary  | F84, OH, OHPPrimary  |
| F29, OH, UGPrimary  | F84, UG, OHPPrimary  | F85, OH, OHPPrimary  |
| F30, OH, OHPPrimary | F85, UG, OHPPrimary  | F86, OH, OHPPrimary  |
| F30, OH, UGPrimary  | F86, UG, OHPPrimary  | F87, OH, OHPPrimary  |
| F31, OH, OHPPrimary | F87, UG, OHPPrimary  | F88, OH, OHPPrimary  |
| F31, OH, UGPrimary  | F88, UG, OHPPrimary  | F89, OH, OHPPrimary  |
| F32, OH, OHPPrimary | F89, UG, OHPPrimary  | F90, OH, OHPPrimary  |
| F32, OH, UGPrimary  | F90, UG, OHPPrimary  | F91, OH, OHPPrimary  |
| F33, OH, OHPPrimary | F91, UG, OHPPrimary  | F92, OH, OHPPrimary  |
| F33, OH, UGPrimary  | F92, UG, OHPPrimary  | F93, OH, OHPPrimary  |
| F34, OH, OHPPrimary | F93, UG, OHPPrimary  | F94, OH, OHPPrimary  |
| F34, OH, UGPrimary  | F94, UG, OHPPrimary  | F95, OH, OHPPrimary  |
| F35, OH, OHPPrimary | F95, UG, OHPPrimary  | F96, OH, OHPPrimary  |
| F35, OH, UGPrimary  | F96, UG, OHPPrimary  | F97, OH, OHPPrimary  |
| F36, OH, OHPPrimary | F97, UG, OHPPrimary  | F98, OH, OHPPrimary  |
| F36, OH, UGPrimary  | F98, UG, OHPPrimary  | F99, OH, OHPPrimary  |
| F37, OH, OHPPrimary | F99, UG, OHPPrimary  | F100, OH, OHPPrimary |
| F37, OH, UGPrimary  | F100, UG, OHPPrimary | <all other values>   |









**LEGEND**

**Substation**

- Substation
- Merged Parcels

**PrimaryLine**

**CIRCUIT, OVERHEAD, Placement**

|                     |                     |
|---------------------|---------------------|
| B1, OH, OHPriamry   | F1, UG, OHPriamry   |
| B2, OH, OHPriamry   | F2, OH, OHPriamry   |
| B3, OH, OHPriamry   | F3, UG, OHPriamry   |
| B4, OH, OHPriamry   | F4, UG, OHPriamry   |
| B5, OH, OHPriamry   | F5, UG, OHPriamry   |
| B6, OH, OHPriamry   | F6, UG, OHPriamry   |
| B7, OH, OHPriamry   | F7, UG, OHPriamry   |
| B8, OH, OHPriamry   | F8, UG, OHPriamry   |
| B9, OH, OHPriamry   | F9, UG, OHPriamry   |
| B10, OH, OHPriamry  | F10, UG, OHPriamry  |
| B11, OH, OHPriamry  | F11, UG, OHPriamry  |
| B12, OH, OHPriamry  | F12, UG, OHPriamry  |
| B13, OH, OHPriamry  | F13, UG, OHPriamry  |
| B14, OH, OHPriamry  | F14, UG, OHPriamry  |
| B15, OH, OHPriamry  | F15, UG, OHPriamry  |
| B16, OH, OHPriamry  | F16, UG, OHPriamry  |
| B17, OH, OHPriamry  | F17, UG, OHPriamry  |
| B18, OH, OHPriamry  | F18, UG, OHPriamry  |
| B19, OH, OHPriamry  | F19, UG, OHPriamry  |
| B20, OH, OHPriamry  | F20, UG, OHPriamry  |
| B21, OH, OHPriamry  | F21, UG, OHPriamry  |
| B22, OH, OHPriamry  | F22, UG, OHPriamry  |
| B23, OH, OHPriamry  | F23, UG, OHPriamry  |
| B24, OH, OHPriamry  | F24, UG, OHPriamry  |
| B25, OH, OHPriamry  | F25, UG, OHPriamry  |
| B26, OH, OHPriamry  | F26, UG, OHPriamry  |
| B27, OH, OHPriamry  | F27, UG, OHPriamry  |
| B28, OH, OHPriamry  | F28, UG, OHPriamry  |
| B29, OH, OHPriamry  | F29, UG, OHPriamry  |
| B30, OH, OHPriamry  | F30, UG, OHPriamry  |
| B31, OH, OHPriamry  | F31, OH, OHPriamry  |
| B32, OH, OHPriamry  | F32, OH, OHPriamry  |
| B33, OH, OHPriamry  | F33, OH, OHPriamry  |
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| B35, OH, OHPriamry  | F35, OH, OHPriamry  |
| B36, OH, OHPriamry  | F36, OH, OHPriamry  |
| B37, OH, OHPriamry  | F37, OH, OHPriamry  |
| B38, OH, OHPriamry  | F38, OH, OHPriamry  |
| B39, OH, OHPriamry  | F39, OH, OHPriamry  |
| B40, OH, OHPriamry  | F40, OH, OHPriamry  |
| B41, OH, OHPriamry  | F41, OH, OHPriamry  |
| B42, OH, OHPriamry  | F42, OH, OHPriamry  |
| B43, OH, OHPriamry  | F43, OH, OHPriamry  |
| B44, OH, OHPriamry  | F44, OH, OHPriamry  |
| B45, OH, OHPriamry  | F45, OH, OHPriamry  |
| B46, OH, OHPriamry  | F46, OH, OHPriamry  |
| B47, OH, OHPriamry  | F47, OH, OHPriamry  |
| B48, OH, OHPriamry  | F48, OH, OHPriamry  |
| B49, OH, OHPriamry  | F49, OH, OHPriamry  |
| B50, OH, OHPriamry  | F50, OH, OHPriamry  |
| B51, OH, OHPriamry  | F51, OH, OHPriamry  |
| B52, OH, OHPriamry  | F52, OH, OHPriamry  |
| B53, OH, OHPriamry  | F53, OH, OHPriamry  |
| B54, OH, OHPriamry  | F54, OH, OHPriamry  |
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| B59, OH, OHPriamry  | F59, OH, OHPriamry  |
| B60, OH, OHPriamry  | F60, OH, OHPriamry  |
| B61, OH, OHPriamry  | F61, OH, OHPriamry  |
| B62, OH, OHPriamry  | F62, OH, OHPriamry  |
| B63, OH, OHPriamry  | F63, OH, OHPriamry  |
| B64, OH, OHPriamry  | F64, OH, OHPriamry  |
| B65, OH, OHPriamry  | F65, OH, OHPriamry  |
| B66, OH, OHPriamry  | F66, OH, OHPriamry  |
| B67, OH, OHPriamry  | F67, OH, OHPriamry  |
| B68, OH, OHPriamry  | F68, OH, OHPriamry  |
| B69, OH, OHPriamry  | F69, OH, OHPriamry  |
| B70, OH, OHPriamry  | F70, OH, OHPriamry  |
| B71, OH, OHPriamry  | F71, OH, OHPriamry  |
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| B76, OH, OHPriamry  | F76, OH, OHPriamry  |
| B77, OH, OHPriamry  | F77, OH, OHPriamry  |
| B78, OH, OHPriamry  | F78, OH, OHPriamry  |
| B79, OH, OHPriamry  | F79, OH, OHPriamry  |
| B80, OH, OHPriamry  | F80, OH, OHPriamry  |
| B81, OH, OHPriamry  | F81, OH, OHPriamry  |
| B82, OH, OHPriamry  | F82, OH, OHPriamry  |
| B83, OH, OHPriamry  | F83, OH, OHPriamry  |
| B84, OH, OHPriamry  | F84, OH, OHPriamry  |
| B85, OH, OHPriamry  | F85, OH, OHPriamry  |
| B86, OH, OHPriamry  | F86, OH, OHPriamry  |
| B87, OH, OHPriamry  | F87, OH, OHPriamry  |
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| B89, OH, OHPriamry  | F89, OH, OHPriamry  |
| B90, OH, OHPriamry  | F90, OH, OHPriamry  |
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| B93, OH, OHPriamry  | F93, OH, OHPriamry  |
| B94, OH, OHPriamry  | F94, OH, OHPriamry  |
| B95, OH, OHPriamry  | F95, OH, OHPriamry  |
| B96, OH, OHPriamry  | F96, OH, OHPriamry  |
| B97, OH, OHPriamry  | F97, OH, OHPriamry  |
| B98, OH, OHPriamry  | F98, OH, OHPriamry  |
| B99, OH, OHPriamry  | F99, OH, OHPriamry  |
| B100, OH, OHPriamry | F100, OH, OHPriamry |



City of High Point  
Tree Trimming By Circuit  
RFP 01-073025 Evaluation Tabulation

| Reviewer:          | TB | SS | DR | Total Average Score |
|--------------------|----|----|----|---------------------|
| <u>Vendor Name</u> |    |    |    |                     |
| Asplundh           | 97 | 94 | 97 | 96                  |
| Looks Great        | 73 | 57 | 73 | 67.66666667         |
| Townsend           | 67 | 56 | 67 | 63.33333333         |
| Treeways           | 79 | 59 | 79 | 72.33333333         |
| Xylem              | 95 | 91 | 94 | 93.33333333         |

1  
4  
5  
3  
2



**BID RECOMMENDATION**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:  CONTRACT NO.:  DATE OPEN:

DESCRIPTION:

Tree Trimming for Electrical Distribution Lines

PURPOSE:

The Electric Department is responsible for trimming trees for over 450 miles of overhead transmission and distribution lines. This RFP was for a tree trimming services contractor to assist the Electric Utilities Department with tree trimming.

COMMENTS:

Electric is taking a new approach to our tree trimming program. Soliciting bids for Time & Equipment previously, we will now be bidding this service on a Lump Sum "per circuit" basis. This will allow us to complete more trimming with the same budget numbers.

RECOMMEND AWARD TO:  AMOUNT:

JUSTIFICATION:

Funds are included in the Electric Budget for this service.

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY     | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|--------------|----------|-----------------|
| 631785                | 527208  |              |          | \$1,582,091     |
| 431799                | 533701  | 431211024705 | 40202    | \$922,253       |
|                       |         |              |          |                 |
| TOTAL BUDGETED AMOUNT |         |              |          | \$2,504,344     |

DEPARTMENT HEAD:  Digitally signed by Tyler Berrier  
Date: 2025.08.05 16:56:58 -04'00' DATE:

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

PURCHASING MANAGER:  DATE:

FINANCIAL SERVICES DIRECTOR:  DATE:

Approved for Submission to Council

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

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Contract with McGill Environmental Systems

**FROM:**  
Robby Stone  
Public Services Director

**MEETING DATE:**  
August 14, 2025

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
1. Quote

---

**PURPOSE:** Approval of a contract for the temporary hauling of biosolids from the Eastside Waste Water Treatment Plant (WWTP) during the scheduled shutdown of the incinerator.

**BACKGROUND:** The City of High Point operates a sewage sludge fluidized bed incinerator at Eastside WWTP for the disposal of bio-solids from the wastewater system. The incinerator will be taken off-line during early September 2025 for scheduled maintenance. The Public Services Department is requesting approval of a contract with McGill Environmental for the hauling and disposal of biosolids during this time. The biosolids will be utilized for composting instead of landfilled. The Residuals Management Division contacted multiple contractors for pricing for the hauling and disposal of the bio-solids. McGill provided the lowest responsive proposal.

**BUDGET IMPACT:** Funds are available in the FY 2025-26 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a contract with McGill Environmental Systems in the amount not to exceed \$105,000 for temporary hauling and disposal of biosolids and authorize the appropriate City Official(s) to execute all necessary documents.



## Account Information

Legal name: City of High Point DBA: City of High Point, Residuals Management  
 Acct #: 216223 Website: www.highpointnc.gov  
 Billing address: P.O. Box 230, High Point, NC 27261  
 Primary contact: Tricia Lowery Email: tricia.lowery@highpointnc.gov  
 (O): (336)883-3361 (F): \_\_\_\_\_ (M): \_\_\_\_\_  
 A/P contact: Esmeralda Vences Email: esmeralda.vencessantos@highpointnc.gov (O): (336) 883-3495

### Ship to facility:

- ☒ **McGill-Delway**, 1100 Herring Rd, Rose Hill, NC 28458, Permit WQ0006816  
☒ **McGill-Merry Oaks**, 634 Christian Chapel Church Rd, New Hill, NC 27562, Permit SWC-19-06  
☐ **McGill-Waverly**, 5056 Beef Steak Rd, Waverly, VA 23890, Permit VDHUR154  
☐ **Other:** \_\_\_\_\_

## Proposal Information

### Brief Description

McGill to accept residuals from the City of High Point based on completion of annual pre-acceptance and current plant capacity.

### Scope of Work

McGill Environmental Systems of NC, Inc. ("McGill") will furnish all labor, equipment, supervision and materials, unless otherwise specified, to perform the following:

| Item                                    | Material Code | Rate        |
|-----------------------------------------|---------------|-------------|
| Compost Fee (per wet ton)               |               | \$ 65.00    |
| Transportation (Merry Oaks per haul)    |               | \$ 603.00   |
| Trailer Rental (per trailer, per month) |               | \$ 1,200.00 |
| Drop Fee                                |               | \$ 1,200.00 |
|                                         |               |             |
|                                         |               |             |
|                                         |               |             |
|                                         |               |             |
|                                         |               |             |
|                                         |               |             |

### Additional notes:

\*Composting fee and acceptance is contingent upon completion of McGill Pre-Acceptance and current McGill plant capacity. Additional rates may apply for holidays and weekends.

### Transportation provider:

- ☒ McGill  
☐ Customer  
☐ Subcontractor:

### Fuel Surcharge:

- ☒ Yes  
☐ No

### CPI Adjustment:

- ☐ Yes  
☒ No

## Terms of Proposal/Agreement

This agreement is contingent upon pre-acceptance of material in accordance with McGill and all local, state and federal regulations.

Additional transportation charges may apply for scheduled hauls canceled by the customer.

Customer assumes full responsibility for all costs related to the removal and disposal of transported residuals found to contain substances that do not fall within regulatory parameters defined in McGill's permit.

A fuel surcharge may apply for fuel-consuming equipment. McGill reserves the right to adjust fuel surcharges based on industry averages.

Customer agrees to indemnify, exonerate and hold McGill harmless against loss, damage or expense, by reasons of suits, claims, demands, judgments and causes of action for personal injury, death or property damage rising out of or in any way in consequence of the performance of work undertaken by McGill except that in no instances shall the customer be held responsible for any liability claim demand or cause of action attributable solely to the gross negligence of McGill.

Any disposal or other work beyond the scope of work described above, unless agreed in writing, will be billed at the current Time and Material Rates.

Payment Terms – Net due 30 days from date of invoice. McGill does not agree to "pay when get paid" clauses. Discrepancies with invoices must be addressed in writing within 30 days from date of invoice or invoice will be considered acceptable as is and payment will be expected in full within the agreed payment terms. Finance charges of one and one-half percent (1.5%) per month will be due on payments past due after 30 days from date of invoice.

This proposal will be good for **1 year** from date of acceptance.

## Contract Effective Dates

**Start Date:** 6/1/25 **End Date:** 5/31/26

## SIGNATURES

My signature indicates my acceptance of the terms of this proposal/agreement.

|                                |              |             |
|--------------------------------|--------------|-------------|
| _____                          | _____        | _____       |
| <i>Customer Representative</i> | <i>Title</i> | <i>Date</i> |

|                   |                     |
|-------------------|---------------------|
| _____             | _____               |
| <i>Job Number</i> | <i>Customer PO#</i> |

|                              |                                     |                  |
|------------------------------|-------------------------------------|------------------|
| <u><i>Patrick Downey</i></u> | <u>Southeast Intake Sales Rep.</u>  | <u>5/19/2025</u> |
| <i>McGill Representative</i> | <i>Title</i>                        | <i>Date</i>      |
| <u><i>Bill Eskridge</i></u>  | <u>Business Development Manager</u> | <u>5/19/2025</u> |
| <i>McGill Representative</i> | <i>Title</i>                        | <i>Date</i>      |

*Date received in Accounting Department:*



# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Contract with Breece Enterprises, Inc.

**FROM:**  
Trevor Spencer  
Engineering and Facilities Director

**MEETING DATE:**  
August 14, 2025

**PUBLIC HEARING:**  
No

**ADVERTISED DATE/BY:**  
June 12, 2025

**ATTACHMENTS:**  
1. Bid Recommendation Form

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**PURPOSE:** Approval of a contract award for the Market District Infrastructure Improvements project to Breece Enterprises, Inc. The project will deliver streetscape improvements along S. Main Street from E. Russell Avenue intersection to E. Grimes Avenue intersection. Improvements will include new sidewalks, curb and gutter, decorative crosswalks, mast arm signal poles, and asphalt resurfacing. A utility duct bank will be installed to convert overhead electric and communications utilities to underground. Water, sewer, and stormwater utilities will also be replaced throughout the project.

The project will begin on November 5, 2025, following the Fall Furniture Market, and has a completion date of October 2, 2026. To achieve construction of the project in this short timeframe, S. Main Street will be closed from E. Russell Avenue to E. Grimes Avenue with detours in place. To accommodate traffic for Spring 2026 Furniture Market, the project will temporarily shut down and S. Main Street will reopen to traffic from April 11, 2026, to May 5, 2026.

**BACKGROUND:** On August 5, 2025, the City of High Point received one qualified bid at the re-bid opening:

| <u>Contractor</u>        | <u>Amount</u>  |
|--------------------------|----------------|
| Breece Enterprises, Inc. | \$9,496,575.00 |

**BUDGET IMPACT:** Funding is available in the FY 2025-2026 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a contract with Breece Enterprises, Inc. in the amount of \$9,496,575.00 for the Market District Infrastructure Improvements Project and authorize the appropriate City Official(s) to execute all necessary documents.

**BID RECOMMENDATION**

DEPARTMENT: Engineering Services

COUNCIL AGENDA DATE: August 18, 2025

BID NO.: 01-072325 CONTRACT NO.: ENG2024-010 DATE OPEN: 08/05/2025

DESCRIPTION:

Market District Infrastructure Improvements

PURPOSE:

The Engineering Services Department recommends approval of contract ENG2024-010 for the Market District Infrastructure Improvements project.

COMMENTS:

We received one responsive bidder at the re-bid opening:  
Breece Enterprises, Inc.: \$9,496,575.00

RECOMMEND AWARD TO: Breece Enterprises, Inc. AMOUNT: \$9,496,575.00

JUSTIFICATION:

The responsive bidder is Breece Enterprises, Inc. at \$9,495,575.00

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY     | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|--------------|----------|-----------------|
| 301710                | 533701  | 301242020505 | 40202    | \$9,496,575.00  |
|                       |         |              |          |                 |
|                       |         |              |          |                 |
| TOTAL BUDGETED AMOUNT |         |              |          |                 |

DEPARTMENT HEAD: Trevor Spencer Digitally signed by Trevor Spencer  
Date: 2025.08.06 13:28:53 -04'00' DATE: 8/6/25

The Purchasing Division concurs with recommendation submitted by the Eng. Svcs. Dept. and recommends  
award to the lowest responsible, responsive bidder Breece Enterprises, Inc. in the amount of \$9,496,575.00

PURCHASING  
MANAGER: Candy E Harmon Digitally signed by Candy E Harmon  
Date: 2025.08.06 17:04:06 -04'00' DATE: 8/6/2025

Approved for Submission to  
Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn  
Date: 2025.08.08 11:38:03 -04'00' DATE: 8/8/2025

CITY MANAGER: DATE:

(For City Council Approval Only)



# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Task Order with Volkert, Inc.

**FROM:**  
Trevor Spencer  
Engineering and Facilities Director

**MEETING DATE:**  
August 14, 2025

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
None

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**PURPOSE:** The Engineering Services Department recommends City Council approve a task order with Volkert, Inc. for construction inspection services for the Market District Infrastructure Improvements project. Volkert, Inc. has a master agreement with the City as a pre-qualified engineering services consultant. Examples of services to be provided include materials testing of soil backfill compaction, asphalt densities, compressive strength of concrete sidewalks, and inspection of the contractor's daily construction operations.

**BACKGROUND:** On August 6, 2025, the City of High Point received a proposal for construction inspection and materials testing for the subject project.

| <u>Consultant</u> | <u>Amount</u> |
|-------------------|---------------|
| Volkert, Inc.     | \$372,761.82  |

**BUDGET IMPACT:** Funding is available in the FY 2025-2026 budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a task order with Volkert, Inc. in the amount of \$372,761.82 for construction inspection services for the Market District Infrastructure Improvements Project and authorize the appropriate City Official(s) to execute all necessary documents.

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Resolution Authorizing the Conveyance of City Owned Property and the Agreement of Purchase and Sale

**FROM:**

Greg Ferguson  
Deputy City Manager

**MEETING DATE:**

August 14, 2025

**PUBLIC HEARING:**

Yes

**ADVERTISED DATE/BY:**

August 8, 2025

**ATTACHMENTS:**

1. Resolution
2. Agreement
3. Map
4. Newspaper Legal Ad

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**PURPOSE:** To consider the resolution authorizing the conveyance of City owned property and the Agreement of Purchase and Sale.

**BACKGROUND:** The City has adopted several significant policies and plans related to its downtown, including but not limited to the following:

- In April 2017 the City adopted the “High Point Downtown Mixed-Use Area Plan,” which includes as priorities the catalyst project of the City’s multi-use stadium, as well as priority and support for residential, retail, restaurant, hotel, and office space surrounding the mixed-use stadium.
- In May 2024, City adopted the High Point 2045 Comprehensive Plan, which includes the key priority to “Strengthen the Sense of Place and Economic Vitality of Downtown,” and calls for housing and commercial developments that will result in more people living and working in downtown High Point.
- In November 2024, the City adopted its “2024-2027 Strategic Plan” which includes the goal of “thriving economy” and provides the specific objectives for this goal to be, (i) increase commercial/recreational/multifamily square footage in Catalyst area” and (ii) “develop and revitalize key urban spaces to enhance livability, attract businesses, and offer community-driven public space.”
- In December 2024, the Trademark Properties study of options for multifamily residential and structured parking concluded that the City should focus on a parking deck in this area to support the development around the site.

Article IX, Section 9.9 of the Charter of the City of High Point (“City Charter”), amended by Session Law 2024-20, authorizes City Council to approve the sale of real property by negotiated private sale when the sale is in the furtherance of adopted City policies and plans for the area. Section 9.9 of the



City Charter also authorizes the City to attach to the transfer of such real estate any covenants, conditions, or restrictions, or a combination thereof, the City deems necessary to further the adopted policies and plans and the consideration received by the City for the conveyance of the real estate may reflect the restricted use of the property resulting from the covenants, conditions or restrictions.

The City owns the following parcels of real property surrounding its downtown, multi-use stadium Truist Point: 500, 504 and 508 West English Road, 204, 208, 210, 212 and 218 North Lindsay Street, and 209 Appling Way in High Point, North Carolina, being identified as Guilford County tax record numbers 186820, 186821, 186822, 186823, 186825, 186830 and 186833 (the "Property"). The Property is shown in yellow on the map attached hereto.

The City wishes to convey the Property to the David and Helen Congdon Family Foundation for \$2,065,835.00. This conveyance is in furtherance of the abovementioned adopted City policies and plans for the area, and the Agreement of Purchase and Sale includes several covenants, conditions, and restrictions related to the Property's use for high-quality, multi-family apartments and associated structured parking, which will include up to two hundred (200) public parking spaces. Upon execution of the Agreement of Purchase and Sale, there will be a one hundred and eighty day (180) inspection period, with closing to occur on or before thirty (30) days thereafter. Further, the Agreement of Purchase and Sale includes a timeline for development, which includes identifying a developer for the project within twenty-four (24) months following closing and submission of construction documents to the City within thirty-six (36) months following closing.

**BUDGET IMPACT:** The City will receive \$2,065,835.00 in proceeds from the sale.

**RECOMMENDED ACTION REQUESTED:** Approve the resolution authorizing the conveyance and the Agreement of Purchase and Sale and authorize the appropriate City officials to execute all necessary documents.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL  
AUTHORIZING THE SALE OF PROPERTY**

**WHEREAS**, the City of High Point (“City”) owns that certain real property located at 500, 504, and 508 West English Road; 204, 208, 210, 212, and 218 North Lindsay Street; and 209 Appling Way, High Point, North Carolina 27262 (“Property”); and

**WHEREAS**, Article IX, Section 9.9 of the Charter of the City of High Point, amended by Session Law 2024-20, authorizes the City to sell interests in real property by negotiated private sale in furtherance of adopted City policies or plans for the area by giving a 10-day notice by publication describing the property involved, the nature of the interests to be conveyed, and all of the material terms of the proposed transaction, including any covenants, conditions, or restrictions which may be applicable; and

**WHEREAS**, the City complied with the 10-day notice by publication requirement; and

**WHEREAS**, the City finds that the sale of the Property to The David and Helen Congdon Family Foundation (“Buyer”) for high-quality, multi-family apartments and associated structured parking that includes public parking will further several adopted City policies or plans, including but not limited to the 2017 “High Point Downtown Mixed-Use Area Plan,” the 2023 “Downtown High Point Strategic Plan,” the 2024 High Point 2045 Comprehensive Plan, and the 2024-2027 Strategic Plan,” as well as generate revenue of \$2,065,835.00; and

**WHEREAS**, the City Council convened in a regular meeting on the date so noted below.

**NOW THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes the sale of the Property located at 500, 504, and 508 West English Road; 204, 208, 210, 212, and 218 North Lindsay Street; and 209 Appling Way, High Point, North Carolina 27262 for the purchase price of \$2,065,835.00, and hereby authorizes the City Manager or designee to execute any instruments as necessary.

**Adopted**, this the 18th day of August, 2025.

City of High Point

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

Attested to:

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



## **AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT OF PURCHASE AND SALE (“Agreement”) is made and entered into by and between the City of High Point, a municipal corporation (“Seller”) and The David and Helen Congdon Family Foundation, a Delaware non-profit corporation, or permitted assigns (“Buyer”) as of the Effective Date (as defined below).

### **W I T N E S S E T H:**

WHEREAS, Buyer is a Section 501(c)(3) private foundation that is committed to and has made substantial investments in High Point’s downtown revitalization and economic development in furtherance of Buyer’s charitable purposes and mission;

WHEREAS, in April 2017 Seller adopted the “High Point Downtown Mixed-Use Area Plan,” which includes as priorities the catalyst project of Seller’s mixed-use stadium, as well as priority and support for residential, retail, restaurant, hotel, and office space surrounding the mixed-use stadium;

WHEREAS, in September 2023, Seller adopted the “Downtown High Point Strategic Plan” which also identifies the need to promote the development of housing within the downtown area;

WHEREAS, in May 2024, Seller adopted the High Point 2045 Comprehensive Plan, which includes the key priority to “Strengthen the Sense of Place and Economic Vitality of Downtown,” and calls for housing and commercial developments that will result in more people living and working in downtown High Point;

WHEREAS, one of the strategic initiatives for implementing this key priority is to “incentivize the development of housing in downtown” with a goal of encouraging mixed-use projects with integrated housing by 2026, constructing 150 new residential units by 2030, and constructing 500 total new residential units by 2040;

WHEREAS, in November 2024, Seller adopted its “2024-2027 Strategic Plan” which includes the goal of “thriving economy” and provides the specific objectives for this goal to be, (i) “[i]ncrease commercial/recreational/multifamily square footage in Catalyst area” and (ii) “[d]evelop and revitalize key urban spaces to enhance livability, attract businesses, and offer community-driven public space;”

WHEREAS, Buyer and Seller have identified the Property (as defined in Article I below) as an appropriate place for a high-quality, urban apartment development that would further the objectives of Seller’s abovementioned adopted policies and plans and the Buyer’s charitable purposes and mission (the “Intended Use”);

WHEREAS, the Buyer and Seller recognize that such a development would not be economically feasible with traditional forms of financing available on the capital markets, and that the Buyer could facilitate the Intended Use consistent with Buyer’s charitable purposes;

WHEREAS, Article IX, Section 9.9 of the Charter of the City of High Point (“City”

Charter”), amended by Session Law 2024-20, authorizes the City Council of High Point to approve the sale of real property by negotiated private sale when the sale is in the furtherance of adopted City policies and plans for the area;

WHEREAS, Section 9.9 of the City Charter also authorizes the City to attach to the transfer of such real estate any covenants, conditions, or restrictions, or a combination of them, the City deems necessary to further the adopted policies and plans and the consideration received by the City for the conveyance of the real estate may reflect the restricted use of the property resulting from the covenants, conditions or restrictions; and

WHEREAS, in furtherance of the City’s policies and plans for the downtown area, including but not limited to those identified above, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property to develop high-quality, multi-family apartments and associated structured parking that includes public parking (the “Project”) subject to the covenants, conditions and restrictions outlined herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

## **ARTICLE 1 – PROPERTY**

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

**1.1 Land.** The parcels of real property located at 500, 504 and 508 West English Road, 204, 208, 210, 212 and 218 North Lindsay Street, and 209 Appling Way in High Point, North Carolina, being identified as Guilford County tax record numbers 186820, 186821, 186822, 186823, 186825, 186830 and 186833 (the “Land”), together with any and all buildings, structures, improvements and fixtures located on the land (the “Improvements”), on the terms and conditions set forth in this Agreement; and

**1.2 Appurtenances.** All of Seller’s right, title and interest in and to all rights, privileges and easements appurtenant to and for the benefit of the Land (all of which are collectively referred to as the “Appurtenances”); and

**1.3 Intangible Property.** All of Seller’s right, title and interest in and to all intangible personal property relating to the Property, if any, including, without limitation, architectural plans, water and sewer hook-ups, impact fee credits, development agreements, approvals, easements, permits, plans, reports, studies, consents and agreements, as well as all rents, issues, proceeds and profits accruing from the Land, all of which are intended to encompass all of Seller’s contractual rights, benefits, and entitlements relating to the Property (the “Intangible Property”).

The Improvements, Land, Appurtenances and Intangible Property described in Paragraphs 1.1, 1.2 and 1.3 above are hereinafter collectively referred to as the “Property.”



## ARTICLE 2 – PURCHASE PRICE; TERMS OF PAYMENT

**2.1 Purchase Price.** The purchase price (the "Purchase Price") to be paid for the Property shall be Two Million Sixty-Five Thousand Eight Hundred Thirty-Five and no/100 Dollars (\$2,065,835.00). The Purchase Price shall be payable to Seller as follows:

(a) Earnest Money. Within three (3) business days after the Effective Date, Buyer shall deliver the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) via wire or certified check (the "Earnest Money") to Chicago Title Insurance Company (the "Escrow Agent") which shall hold such funds in accordance with Paragraph 2.1(b). The Earnest Money shall be fully refundable until the expiration of the Inspection Period (as hereinafter defined) and shall become nonrefundable and non-contingent following the Inspection Period except as otherwise expressly set forth herein.

(b) Escrow. The Earnest Money shall be held by Escrow Agent in an interest-bearing trust account until the Closing Date. The Earnest Money and any interest earned thereon shall be applied to the Purchase Price at Closing (as hereinafter defined). The balance of the Purchase Price with prorations and adjustments as provided herein shall be paid by Buyer in escrow for the benefit of Seller in immediately available funds on the Closing Date.

## ARTICLE 3 – INSPECTIONS

**3.1 Property Information.** Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer any and all engineering reports, surveys, traffic studies, soil test reports and findings, environmental review information, documentation of applicable zoning and entitlement restrictions, title policies, leases, contracts and other documents related to the Property (collectively, the "Seller Submissions") to the extent such items are in Seller's possession or control on the Effective Date or thereafter received by Seller. Seller shall endeavor to provide Buyer with copies of any updates to the Seller Submissions as new information comes within Seller's possession or control. Buyer acknowledges that any documents being provided by Seller are an accommodation to Buyer and are being delivered without representation, recourse or warranty by Seller as to the accuracy or completeness thereof or the suitability of the information contained therein for any purpose whatsoever. Seller shall have no liability, and is hereby released from all liability, to Buyer, its successors and/or assigns, with respect to such information, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information. If this Agreement is terminated by Buyer, Buyer shall promptly deliver to Seller all surveys, environmental reports and other studies, reports and information pertaining to the Property within its possession or control actually obtained by Buyer in connection with the transaction contemplated by this Agreement. Seller acknowledges that any such documents provided by Buyer to Seller pursuant to this section will be delivered without representation, recourse or warranty by Buyer as to the accuracy or completeness thereof or the suitability of the information contained therein for any purpose whatsoever. Buyer shall have no liability, and is hereby released from all liability, to Seller, its successors and/or assigns, with respect to such information, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information.

**3.2 Inspection Period.** Buyer and its agents, contractors, engineers, surveyors, attorneys, accountants, advisors, lenders, affiliates, consultants, shareholders, investors and employees ("Buyer's Agents") shall have a period of one hundred and eighty (180) days from the Effective Date to study and inspect the Property (the "Inspection Period"). At any time prior to 5:00 p.m., eastern time, on the last day of the Inspection Period, Buyer may terminate this Agreement for any reason or no reason by delivering to Seller written notice of such termination and Buyer shall, within three (3) business days after the giving of such notice (with no consent of Seller required), receive a refund of the Earnest Money. Failure of Buyer to provide timely notice of termination of this Agreement prior to the expiration of the Inspection Period shall be deemed a commitment by Buyer to proceed to Closing.

**3.3 Buyer's Entry onto Property.** Notwithstanding anything to the contrary, Buyer shall not conduct any invasive testing at the Property without the prior written consent of Seller. Buyer will promptly restore any damage to the Property that may have been caused as a result of Buyer or Buyer's Agent's access to the Property pursuant to this Agreement and the inspections or studies contemplated hereunder. Buyer further agrees to indemnify and hold Seller harmless from and against any and all claims, causes of action, attorneys' fees and costs, damages, costs, injuries and liabilities resulting from the official activities of Buyer and/or Buyer's Agents at or on the Property; provided, Buyer's indemnity obligations shall not include responsibility for pre-existing conditions on the Property merely discovered by Buyer and/or any conditions caused by the acts or omissions of any party other than Buyer or Buyer's Agents. Notwithstanding anything set forth herein to the contrary, the restoration and indemnification obligations of Buyer in this Paragraph shall survive Closing or the earlier termination, for any reason, of this Agreement. Seller hereby acknowledges that Buyer's employees, agents and invitees utilize the public parking spaces currently on the Property in their personal capacity. In no event shall Buyer incur any liability or repair or restoration obligations due to such personal access to the Property.

**3.4 Title Insurance; Survey.** During the Inspection Period, Buyer, at its sole cost and expense, shall obtain a title insurance commitment for an ALTA Owner's Title Insurance Policy with respect to the Property (the "Title Commitment") prepared and issued by a title insurance company of Buyer's choice (the "Title Company"). Buyer may obtain a survey of the Property in Buyer's sole discretion.

**3.5 Notice of Objections.** In the event of Buyer's disapproval of any such matters shown on the Title Commitment or otherwise, Buyer shall deliver written notice thereof to Seller prior to the expiration of the Inspection Period. Any title or survey matters not so disapproved by Buyer in writing by said date shall be deemed Permitted Exceptions (as defined below) and shall be deemed approved. In the event of Buyer's disapproval of any such matters shown on the Title Commitment or otherwise, Seller shall have five (5) days after receipt of Buyer's objections to give Buyer notice either that (i) Seller will remove or otherwise cure any objections at or before the Closing Date, or (ii) Seller elects not to cause such objections to be cured. In the event that Seller fails to provide such written notice of its election to proceed under either clause (i) or (ii) above, Seller shall be deemed to have elected clause (ii) above. If Seller gives Buyer notice under clause (ii) or is deemed to have elected clause (ii), Buyer shall have until the expiration of the Inspection Period to terminate this Agreement. If Buyer shall fail to give Seller notice of its intention to terminate this Agreement by the expiration of the Inspection Period, Buyer shall be deemed to have elected to



proceed with the transaction and waived the noted objections, which shall become Permitted Exceptions.

Notwithstanding the foregoing, each financial encumbrance of record against the title to the Property caused or permitted to be placed on the Property by, through or under Seller, such as a deed of trust or other debt security, attachment, judgment, lien for delinquent taxes, mechanic or materialmen's lien and each other lien or encumbrance of a definite or ascertainable amount which may be removed by the payment of a sum certain that is revealed or disclosed by the Title Commitment shall be removed from the public record or satisfied on or before the Closing Date. Seller may bond around any such matters or cause the Title Company to endorse over any such objection, and in either event, such objection shall be deemed cured. With respect to adverse matters affecting the record title to the Property first raised by the Title Company prior to the Closing but after the effective date of the Title Commitment, Buyer may raise such matters as objections within three (3) days after Buyer's discovery of the same, and Seller shall give Buyer notice under subsection (i) or (ii) above.

Permitted Exceptions shall be defined as all presently existing and future liens for unpaid real estate taxes not due and payable as of the Closing Date, subject to adjustment as hereinafter provided, and all exceptions shown on the Title Commitment and Buyer's survey, if obtained, and any update thereof to which Buyer has not objected or is deemed to have waived its objection, and, if Buyer does not obtain a survey, matters that would be revealed by a current and accurate ALTA survey of the Property.

**3.6 Post-Closing Agreement.** The parties acknowledge that the Intended Use of the Property is consistent with and intended to fulfil the Seller's adopted policies and plans for housing in downtown High Point, and that a parking structure is needed on the Property to support the Buyer's Intended Use of the Property as well as the public and surrounding businesses. In addition, the parties acknowledge that the Purchase Price is discounted to ensure the economic viability of the Project and reflect the restricted Intended Use and the value of the Public Parking Spaces (as defined below) to be constructed and made available to the public. During the Inspection Period, Buyer and Seller will exercise good faith efforts to prepare a mutually acceptable post-Closing agreement to be executed by Buyer and Seller at Closing to include, at a minimum, the following (the "Post-Closing Agreement"):

(a) Covenants and restrictions to be recorded at Closing limiting the use of the Property to the Intended Use and related uses;

(b) A commitment from Buyer to identify a developer for the Project within twenty-four (24) months following Closing and to submit construction documents to the City Planning and Development Department within thirty-six (36) months following Closing;

(c) A commitment from Buyer to construct and set apart up to two hundred (200) parking spaces on the Property that are available for public use (the "Public Parking Spaces"), for which a successor and/or designee of Buyer may set and collect a market rate fee; and

(d) In the event Buyer is unable to satisfy the terms and conditions set forth in this Agreement and in the Post-Closing Agreement in the timeframes set forth therein, Buyer will sell the Property back to Seller for the Purchase Price.

In the event Buyer and Seller are not able to agree on the form of Post-Closing Agreement during the Inspection Period, either party may terminate this Agreement by written notice to the other party within five (5) days after the end of the Inspection Period.

#### **ARTICLE 4 – REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer, both as of the date hereof and again as of the Closing Date (and it is expressly understood and agreed that such representations and warranties by Seller shall not merge with the documents delivered by Seller at Closing, and shall survive beyond the Closing for a period of six (6) months), as follows:

(a) Organization. The Seller is a municipal corporation validly existing pursuant to the laws of the State of North Carolina.

(b) Authority of Seller. Seller has all requisite power and authority to enter into this Agreement and all of the other agreements contemplated hereby, and to consummate the transactions contemplated thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller.

(c) Performance. Performance of this Agreement is not prohibited by and will not cause default under any other agreement or instrument to which Seller is a party.

(d) Foreign Person or Entity. Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”), nor is it subject to Section 897 of the Code.

(e) OFAC. Seller is not a person or entity: (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”); (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <https://sanctionssearch.ofac.treas.gov/>); (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above.

(f) Ownership. Seller is the fee simple owner of the Property, free and clear of any and all liens, encumbrances or claims other than matters of public record. There are no existing deeds of trust or liens other than property tax liens affecting the Property as of the Effective Date.

(g) Leases; Options; First Rights. There are no leases, options to purchase or lease, rights of first offer, rights of first refusal or any similar or possessory rights in favor of third parties (either oral or written) applicable to or affecting the Property.



(h) No Violation. To Seller's knowledge, the Property and its current uses do not violate any governmental law, ordinance or regulation, or any covenant or restriction encumbering the Property.

(i) Litigation. There is no lien, proceeding, or litigation filed or to Seller's knowledge, threatened against the Seller or the Property that arises out of the use, operation or ownership, of the Property that is or could become a lien against the Property, or any portion thereof.

(j) Bankruptcy, Insolvency, Etc. Seller is not the subject of any case, action or proceeding, whether contemplated, threatened or actual, under any bankruptcy, insolvency or similar laws affecting creditors' rights generally (whether state or federal).

(k) Seller's Consents. Seller is not required to obtain the consent or approval of any government agency, department or other government body to perform its obligations under this Agreement which has not been obtained.

(l) Environmental. Seller discloses that the Property is subject to a Brownfields Agreement and the Property is in compliance with all related restrictions. Except as disclosed in the Brownfields Agreement, Seller represents and warrants that, to Seller's knowledge, during the time Seller has owned the Property, there have been no releases of or no presence of Hazardous Materials on the Property in violation of applicable laws. Hazardous Materials shall mean substances (whether solid, liquid, gaseous or otherwise) which are defined as hazardous substances, hazardous materials, toxic substances or hazardous wastes in the Comprehensive Environmental Response, Compensation and Liability Act (49 U.S.C. 1801 et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S. 6901 et seq.) and all amendments adopted to these laws, and all regulations and publications promulgated pursuant to these laws in effect on the Effective Date; or petroleum, including crude oil or any fraction thereof, and natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or the ash produced by a resource recovery facility utilizing a municipal solid waste stream; or any pesticides, insecticides, fertilizers, herbicides or similar chemicals, or any mixture that includes any substance listed above.

**BUYER UNDERSTANDS AND AGREES THAT THE PROPERTY (INCLUDING ANY LAND, BUILDINGS, FIXTURES AND IMPROVEMENTS) IS BEING SOLD AND CONVEYED "AS IS," "WHERE IS," "WITH ALL FAULTS" THAT MAY EXIST AS OF THE DATE HEREOF, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY SELLER OR ITS AFFILIATES (EXCEPT AS EXPRESSLY PROVIDED HEREIN AND/OR IN THE CLOSING DELIVERIES); AND BUYER IS HEREBY WAIVING ANY IMPLIED COVENANTS. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTIES WHICH MIGHT OTHERWISE BE IMPLIED. EXCEPT AS EXPRESSLY STATED HEREIN AND/OR IN THE CLOSING DELIVERIES, SELLER (AND/OR ITS AFFILIATES) HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS CONDITION, ITS COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS (EXCEPT AS EXPRESSLY PROVIDED HEREIN AND/OR IN THE CLOSING DELIVERIES), INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED**

**WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, AND SELLER AND ITS AFFILIATES HEREBY DISCLAIM AND RENOUNCE ANY OTHER REPRESENTATION OR WARRANTY.**

For the purposes of this Agreement the term "to Seller's knowledge", and similar terms, shall be limited to the current actual knowledge of City Manager Tasha Logan Ford (the "Seller Knowledge Party"), without investigation. The knowledge of others shall not be imputed to the Seller Knowledge Party. No other investigation, review or inquiry of any persons, or other action shall be required of the Seller Knowledge Party. The parties hereby agree that recourse under this Agreement is limited to Seller and no claim will be made against City Manager Tasha Logan Ford individually or in her capacity as the Seller Knowledge Party.

**4.2 Representations and Warranties of Buyer.** As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Seller, both as of the date hereof and again as of the Closing Date, as follows:

(a) Organization. Buyer is duly organized and validly existing under the laws of the State of Delaware.

(b) Buyer's Authority. Buyer has all requisite power and authority to enter into this Agreement and all of the other agreements contemplated hereby, and to consummate the transactions contemplated thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer.

(c) No Untrue Representation or Warranty. No representation or warranty by Buyer in this Agreement, nor any statement or certificate furnished or to be furnished to Seller pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

(d) No Prohibited Persons. Buyer is not a person or entity: (i) that is listed in the Annex to, or is otherwise subject to the provisions of EO13224; (ii) whose name appears on OFAC's most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above.

## **ARTICLE 5 – CONDEMNATION, RISK OF LOSS**

**5.1 Risk of Loss.** Risk of loss for damage to the Property, or any part thereof, by fire or other casualty from the Effective Date until Closing will be on Seller. Upon Closing, full risk of loss with respect to the Property will pass to Buyer.

**5.2 Minor Loss.** In the event of taking, loss or damage to the Property or any portion thereof which is not "major" (as hereinafter defined), this Agreement shall remain in full force and effect and the repairs shall be completed in accordance with Paragraph 5.4.



**5.3 Major Loss.** In the event of a “major” taking, loss or damage, Buyer may terminate this Agreement by written notice to Seller, in which event neither party will have any further rights or obligations hereunder, except for any obligations that expressly survive termination. If Buyer does not elect to terminate this Agreement within ten (10) days after Seller sends Buyer written notice of the occurrence of “major” loss or damage, then Buyer shall be deemed to have elected to proceed with Closing and the repairs shall be completed in accordance with Paragraph 5.4.

**5.4 Continued Agreement.** If this Agreement is not terminated pursuant to Paragraph 5.3 hereof and if prior to Closing Seller is unable to perform all repairs necessary to bring the Property substantially to its condition immediately prior to such loss or damage, Seller shall assign to Buyer all of Seller’s right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property, except to the extent needed to reimburse Seller for reasonable sums it expended prior to the Closing for the restoration or repair of such Property or in collecting such insurance proceeds or condemnation awards. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs prior to Closing. If Seller assigns a casualty or condemnation claim to Buyer, at Closing there shall be credited against the Purchase Price any applicable insurance deductibles. If such proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer at Closing, except to the extent needed to reimburse Seller for sums it expended prior to the Closing for the restoration or repair of such Property.

**5.5 Definition of Major Loss.** For purposes of Paragraphs 5.2 and 5.3 hereof, “major” loss or damage refers to the following: (i) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property to a condition substantially similar to that of the Property prior to the event of damage would be, in the written opinion of an architect or engineer, as applicable, selected by Seller and reasonably approved by Buyer, equal to or greater than Two Hundred Thousand and No/100 Dollars (\$200,000.00) and (ii) any loss due to a condemnation which permanently and materially impairs the current use of the Property and/or access to the Property. If Buyer does not give notice to Seller of Buyer’s reasons for disapproving an architect or engineer within five (5) business days after receipt of notice of the proposed architect or engineer, Buyer shall be deemed to have approved the architect or engineer selected by Seller. Notwithstanding the foregoing, the terms of this Article 5 shall not apply to any condemnation by Seller.

## **ARTICLE 6 – TRANSFER OF TITLE**

**6.1 Title to the Property.** Title to the Property, subject only to the Permitted Exceptions, shall be transferred by Seller to Buyer on the Closing Date by special warranty deed (“Deed”).

## **ARTICLE 7- CLOSING**

**7.1 Conditions to Closing.** Buyer’s obligation to purchase the Property shall be contingent upon the following:

(a) Seller’s representations and warranties contained herein shall be true and correct as of the date of this Agreement;

(b) There shall have been no material adverse change to the condition and title of the Property since the Effective Date;

(c) The parties will have agreed upon the terms and conditions and finalized the Post-Closing Agreement;

(d) Seller shall have performed all of its obligations hereunder and delivered all Closing deliveries required hereunder.

**7.2 Closing.** The purchase and sale contemplated by this Agreement shall be consummated at a closing (the “Closing”) conducted at a time and place reasonably determined by Buyer on or before the thirtieth (30<sup>th</sup>) day following the expiration of the Inspection Period; provided, Buyer shall have the option to close at any time after the Effective Date upon the delivery of no less than thirty (30) days’ prior written notice to Seller (“Closing Date”).

Expenses of the Closing and other items shall be charged or credited, as the case may be, to Seller and Buyer, as provided in Article 8 of this Agreement. The Closing shall be completed upon the recordation of the Deed and the payment of the Purchase Price to Seller. On or before the Closing Date, Buyer and Seller each shall sign and deliver at Closing the following funds and documents to the closing agent designated by Buyer:

(a) Seller shall execute and deposit with the closing agent: (i) the duly executed and acknowledged Deed, (ii) Seller’s counterpart of the Post-Closing Agreement; (iii) the applicable title affidavits required by the Title Company, in a form acceptable to Seller and its counsel; and (iv) reasonable and customary evidence satisfactory to the Title Company of Seller’s authority to enter into and perform under this Agreement;

(b) Buyer shall deliver to the closing agent its counterpart of the Post-Closing Agreement, the balance of the Purchase Price and such documentation reasonably required by the Title Company; and

(c) Buyer and Seller shall jointly execute and deliver a closing statement and any other documents reasonably necessary to facilitate the Closing as agreed to by Buyer and Seller.

## **ARTICLE 8 – PRORATIONS AND EXPENSES**

**8.1 Prorations.** Property taxes, if any, shall be prorated as of the Closing Date on a calendar year basis.

**8.2 Costs.** Buyer shall pay all costs of its inspections, due diligence, the cost of Buyer’s title policy, deed preparation and revenue stamps or transfer tax and the costs associated with the recording of the Deed. Each party shall pay its own attorneys’ fees.



## ARTICLE 9 – REMEDIES AND ADDITIONAL COVENANTS

### 9.1 Remedies.

(a) Remedies for Buyer's Default. After due consideration, discussion and negotiation, the parties have determined and agreed that the actual amount of damages that would be suffered by Seller as a result of Buyer's default under this Agreement is difficult or impracticable to determine as of the Effective Date of this Agreement and that in such event Seller may declare this Agreement terminated and receive the Earnest Money as Seller's full liquidated damages from such default, which shall constitute Seller's sole and exclusive remedy against Buyer on account of Buyer's default, except with respect to Buyer's indemnity obligations under this Agreement.

(b) Remedies for Seller's Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default hereunder, (i) Buyer may terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and thereafter each party shall be relieved of any other obligations under the terms of this Agreement (except for any matters which expressly survive termination of this Agreement); or (ii) Buyer may bring an action against Seller for specific performance no later than ninety (90) days after the Closing Date. In the event that the remedy of specific performance is unavailable to Buyer by virtue of Seller having conveyed the Property, or portions thereof, to a third party, then in such event Buyer may exercise all remedies and rights available under law and equity and to recover actual damages arising out of such breach including reasonable attorneys' fees and court costs..

## ARTICLE 10 – MISCELLANEOUS

10.1 **Brokerage Commission and Finder's Fee.** Each party represents and warrants to the other that no broker, agent or finder is involved in this transaction and in the event any broker, salesman or other person makes a claim for a commission or finder's fee based upon the transactions contemplated by this Agreement, the party through whom said broker, salesperson or other person makes its claim shall, to the extent allowed by law, indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorney's fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the Closing.

10.2 **Assignment.** Buyer may not assign its rights and duties hereunder without Seller's prior written consent. In the event of an assignment of this Agreement pursuant to this Paragraph 10.2, Buyer shall remain primarily liable for and shall not be released from any obligations, indemnities and liabilities hereunder, including such obligations, indemnities and liabilities that expressly survive Closing or any termination hereunder.

10.3 **Notices.** Any and all notices or other communications required or permitted to be given under this Agreement, or by law, shall be in writing and either (i) personally delivered, (ii) sent for overnight delivery by nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, return receipt requested, or (iii) by email, in which case notice shall be deemed delivered upon completion of transmission, or if transmission is completed after 5:00 p.m. Eastern Time or on a day other than a Business Day, on the next succeeding Business Day, provided that receipt is confirmed, addressed to the following addresses:

If to Seller: The City of High Point  
PO Box 230  
High Point, NC 27261  
Email: Meghan.Maguire@highpointnc.gov  
Attention: Meghan Maguire  
Telephone: (336) 883-3301

With a copy to: Poyner Spruill LLP  
301 Fayetteville Street, Suite 1900  
Raleigh, NC 27601  
Email: ssanders@poynerspruill.com  
Attention: Stephanie L. Sanders  
Telephone: (919) 783-1125

If to Buyer: The David and Helen Congdon Family Foundation  
400 W. English Road, Suite 207  
High Point, NC 27262  
Email: joe@congdonfoundation.org  
Attention: Rev. Dr. Joe Blosser

With a copy to: Schell Bray PLLC  
230 N Elm Street, Suite 1000  
Greensboro, NC 27401  
Email: cpearsall@schellbray.com  
Attention: Christina Freeman Pearsall  
Telephone: (336) 370-8842

Notice shall be deemed to have been given upon the date of delivery (or the date of refusal to accept delivery, as the case may be) to the addresses stated herein or to such other address as either party may from time to time specify in writing to the other in the manner aforesaid

**10.4 Attorneys' Fees.** If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

**10.5 Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location



where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Unless otherwise provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m., eastern time.

**10.6 Confidentiality.** The parties acknowledge that Seller is a municipal corporation subject to the North Carolina public records laws, and to the extent permitted by law, the parties hereto will maintain the terms of this transaction, the contents of this Agreement, the Seller Submissions, and related transaction documents on a confidential basis. Each party, however, shall be permitted to disclose such information as necessary to its employees, officers, agents, members, managers, legal counsel, accountants, environmental consultants, and other advisors, who shall assume the same obligations as the parties for maintaining the confidentiality of such information, for its bona fide business purposes and to consummate this transaction. This provision shall not prevent disclosure of information (i) that is in the public domain (other than information in the public domain as a result of a violation of this provision), (ii) that the disclosing party can demonstrate was acquired from a third party in rightful possession of such information and who is not prohibited from disclosing such information, or (iii) that is required to be disclosed or produced by law or court order or pursuant to oral questions, interrogatories, requests for information or documents, deposition, subpoena, civil investigative demand or similar legal process, in which event the disclosing party shall provide the non-disclosing party with prompt notice of any request for such disclosure or production so that the non-disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with this provision. This provision shall survive any termination of this Agreement.

**10.7 Construction.** The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

**10.8 Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of North Carolina.

**10.9 Entire Agreement.** This Agreement and the Exhibits which are attached hereto or contemplated to be attached hereto and by this reference incorporated herein and all documents specifically contemplated by this Agreement when executed, contain the entire understanding of the parties and supersede any and all other written or oral understanding.

**10.10 Modifications.** This Agreement may not be modified except by the written agreement of the parties.

**10.11 Gender and Number.** Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

**10.12 Captions.** The captions used in connection with the Articles, Paragraphs and Subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

10.13 **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns permitted hereunder.

10.14 **Waiver of Jury Trial.** TO THE EXTENT ALLOWED BY LAW, EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER HEREUNDER, BUYER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE.

10.15 **Counterparts.** This Agreement may be executed in multiple counterparts which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. A facsimile or emailed transmission of an original signature shall be binding hereunder.

10.16 **Time of Essence.** Time is important to both Seller and Buyer in the performance of this Agreement, and both parties have agreed that time is of the essence with respect to any date set out in this Agreement.

10.17 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 **Effective Date.** The "Effective Date" of this Agreement shall be the date the last of Buyer and Seller executes this Agreement as indicated on the signature pages attached hereto.

[Signatures on following pages]



IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date of the last signature set forth below.

**SELLER:**

THE CITY OF HIGH POINT

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**BUYER:**

THE DAVID AND HELEN CONGDON  
FAMILY FOUNDATION

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



# ENGLISH RD & LINDSAY ST SITE

3.50 ACRES

16,850 SF RETAIL  
92,600 SF OFFICE

1.05 ACRES

FUTURE HOTEL SITE  
128 KEYS

0.41 ACRES

4.06 ACRES





# **PUBLIC NOTICE SALE OF CITY OWNED PROPERTY**

The High Point City Council intends to authorize the sale of the fee simple interest in the property located at 500, 504, and 508 West English Road; 204, 208, 210, 212, and 218 North Lindsay Street; and 209 Appling Way in High Point, NC ("Property") to The David and Helen Congdon Family Foundation ("Buyer"). Buyer will pay \$2,065,835.00 ("Purchase Price") to the City of High Point ("City") for the Property. The proposed transaction includes covenants and restrictions limiting the use of the Property to high-quality, multi-family apartments, associated structured parking that includes up to 200 public parking spaces, and related uses, as well as commitments from Buyer to identify a developer within 24 months following the closing, to submit construction documents to the City Planning and Development Department within 36 months following the closing, and to sell the Property back to the City at the Purchase Price if Buyer is unable to satisfy its obligations.

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 August 18, 2025. At that time the Council intends to authorize the Agreement of Purchase and Sale.

Sandra Keeney  
High Point City Clerk

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**Aug. 8, 2025**