

City of High Point

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



Meeting Agenda

Thursday, September 30, 2021

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Mayor Pro Tem, Chair

Committee Members:

Michael Holmes

Monica Peters

Victor Jones

Jay Wagner, Mayor (Alternate)

NOTICE:

Face Coverings (Face Masks) are now required inside all public places/buildings in Guilford County.

The Guilford County Board of County Commissioners in their capacity as the Guilford County Board of Health Re-Instated a Mandatory Mask Policy which will be effective on Friday, August 13th at 5:00 p.m.

The mandate requires that:

(1) Individuals must wear Face Coverings when indoors in all businesses, establishments, and public places.

(2) All businesses, establishments, and public places must require that all persons wear Face Coverings when indoors on their premises.

For additional information on the Guilford County Mask Mandate, please visit:
www.guilfordcountync.gov

FINANCE COMMITTEE - Mayor Pro Tem Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS**

[2021-425](#) Contract - Maintenance Equipment Lease Agreement - Huntington National Bank - Parks & Recreation
City Council is requested to approve a lease agreement with Huntington National Bank in the amount of \$533,138.16 for lease of maintenance equipment for Oak Hollow and Blair Park Golf courses, City Lake Park and Oak Hollow Park.

Attachments: [1. Lease Agreement Maintenance - P&R - Huntington National Bank](#)

[2021-426](#) Contract - Purchase Water Meters - Greenville Utilities Commission of the City of Greenville
City Council is requested to authorize Customer Service to piggyback off the Greenville Utilities Commission of the City of Greenville bid for water meters to replace aging equipment.

Attachments: [4. Contract-Water Meter- Greenville Utilities Commission-City of Greenville- Cus](#)

[2021-427](#) Contract - Volkert Inc. - Bridge Assessment, Design & Construction
City Council is requested to award a contract to Volkert, Inc. in the amount of \$145,112.13 for bridge assessment, design and construction engineering and inspection.

Attachments: [5. Engineering Design Services - Bridge Preservation 2021](#)

[2021-428](#)

Resolution - Condemnation - 3538 Running Cedar Trail - Foxwoode Meadows Stormwater Alternate Access Project
City Council is requested to adopt a resolution authorizing the City Attorney to give a 30 day Notice of Condemnation to the property owner of 3538 Running Cedar Trail property, to file the necessary proceedings under Chapter 40A of the North Carolina General Statutes, and to authorize the Finance Director to issue a draft in the amount of \$245,000 to the Clerk of Superior Court as just compensation to the property owner.

Attachments: [7. 3538 Running Cedar Trail Condemnation](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract for Purchase of 5/8x3/4 Water Meters

From: T. Robert Martin Customer Service Director

Meeting Date: October 4, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Formal Bid Recommendation Form

PURPOSE:

The Customer Service Department wants to purchase 5000 5/8x3/4 water meters to replace aging equipment.

BACKGROUND:

As water meters age they slow in recording actual consumption of water. This results in lost revenue in both water and sewer. Replacing this aging equipment every 7-10 years provides accurate meter readings and minimizes lost revenue.

BUDGET IMPACT:

Funding is available within the current 2021-2022 department budget.

RECOMMENDATION / ACTION REQUESTED:

The Customer Service Department is requesting approval from Council for authorization to piggyback off the Greenville Utilities Commission of the City of Greenville bid for water meters opened August 12, 2020 and awarded November 6, 2020. This bid was submitted by Water Works Inc and Mueller meters will be shipped from Cleveland, NC.

Memorandum

To: All

From: Cleve Haddock, CLGPO

Date: October 5, 2020

Re: AMR Water Meters

Requester: Jason Hardee, Meter Superintendent Electric Department

Expenditure: Budgeted

RFB Process: GUC received two (2) informal bids from two (2) suppliers on August 12, 2020. After receiving and testing sample water meters, Electric and Finance has recommended the award per the lowest responsible, responsive bid to:

Water Works, Inc. \$62,214.85

Notes: Purchase orders to be issued as required.

Action Required: Award recommendations by:
Jason Hardee, Roger Jones, Jeff W. McCauley and Chris Padgett.

Award approvals by:
Anthony C. Cannon

**NOTICE
THE PUBLIC IS HEREBY
NOTIFIED**

That the City of High Point Purchasing Division and Customer Service Department will recommend to the City Council at their regular meeting on October 4, 2021 at 5:30 p.m. at the Municipal Office Building, 211 S Hamilton Street, that Water Meters be purchased from Water Works, Inc., the seller having agreed to extend to the City of High Point's Customer Service Department the same favorable price and terms, or better, set forth in its contract with The City of Greenville, NC.

Pursuant to the N.C. General Statute 143-129 (g), the City of High Point can award the contract without a separate bidding procedure to any contractor that has contracted to furnish the item with any agency or political subdivision that has entered into the contract following a public, formal bid process "substantially similar" to the one contained in G.S.143-129.

Notice of the intent to award the contract without bidding to Water Works, Inc., is hereby published as required no less than ten (10) days prior to the meeting at which the contract is to be awarded.

This printed material will be provided in an alternative format upon request.

Erik Conti
Purchasing Manager

September 23, 2021



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: 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:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM

**Title: Bridge Repair Design and Construction Inspection**

From: Terry Houk – Public Services Director
Robby Stone – Deputy Director Public Services

Meeting Date: October 4, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Bridge Preservation Design and Construction Inspection
Proposal

PURPOSE:

The City budgets on an annual basis for bridge maintenance and inspection. The City maintains twenty-one (21) passenger bridges and three (3) pedestrian bridges. These structures are inspected every other year. Inspection reports provide priority maintenance repair recommendations to prolong the life cycle of the structure.

BACKGROUND:

The City of High Point oversees bridge maintenance based on the inspection reports. The most current report identified five (5) bridges passing over the Railroad line. Bridge replacement over a Railroad line increases by an order of magnitude of two or greater. This proactive approach will be less intrusive than complete replacement in the future due to a lack of maintenance and at a much less expense.

BUDGET IMPACT:

Funds for bridge assessment, design and construction engineering and inspection for this expense are in the General Capital CIP Budget (PW-0232).

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and asks for the Council to award Volkert, Inc in the amount of \$145,112.13.

DATE: September 20, 2021
FROM: Emily Murray, PE
Volkert Inc.
RE: Scope of Work and Phase I Assessment and Design Fee
TO: Robby Stone, PE
City of High Point
CC: Lacy Love, Volkert, Inc.

High Point Bridge Preservation 2021- Repair of Bridge 400386, 400387, 400388, 400390, & 400392

Based on the 2020 NBIS inspection and pending field assessment, we recommend the following preservation activities for the various bridges over Norfolk Southern Railroad. Some of the recommended repairs are suggested due to the age and condition of the structures and some were indicated as priority maintenance items in the last inspection cycle.

Bridge 400386: (Lindsay Street over Norfolk Southern Railroad) Single span reinforced concrete deck on I-Beams with reinforced concrete abutments built in 2008.

Clear Roadway: 52.0'

Out to Out Width: 66.6'

Detour: .7 mi

Bridge Condition: Deck (7), Superstructure (6), Substructure (6)

Recommended Repairs: Paint beam ends and sole plates, replace pourable joint seals, silane deck treatment, minimal shotcrete substructure repair, apply epoxy protective coating to top of caps. (May opt to forego under bridge work pending assessment findings.)

Bridge 400387: (Elm Street over Norfolk Southern Railroad) Three span reinforced concrete deck on I-Beams with reinforced concrete abutments and bents built in 1989.

Clear Roadway: 52.0'

Out to Out Width: 62.5'

Detour: .7 mi

Bridge Condition: Deck (7), Superstructure (6), Substructure (6)

Recommended Repairs: Paint beam ends and sole plates, possible single beam repair, construct new elastomeric joint headers and install foam joints, High Molecular Weight Methacrylate crack sealer deck treatment, substructure repairs. (Dependent upon section loss at time of assessment, steel section loss may be able to be mitigated by painting and forgoing steel repair.)

Bridge 400388: (Centennial Street over Norfolk Southern Railroad) Three span prestressed concrete cored slab superstructure with reinforced concrete abutments and bents built in 1996.

Clear Roadway: 64.0'

Out to Out Width: 86.0'

Detour: N/A

Bridge Condition: Deck (7), Superstructure (7), Substructure (7)

Recommended Repairs: Substructure repairs (Highly recommend regrouting of shear keys when the bridge is repaved to mitigate deterioration of the cored slab units.)

Bridge 400390: (Wrenn Street over Norfolk Southern Railroad) Two span prestressed concrete cored slab superstructure with reinforced concrete abutments and bents built in 1990.

Clear Roadway: 45.0'

Out to Out Width: 61.5'

Detour: N/A

Bridge Condition: Deck (7), Superstructure (7), Substructure (7)

Recommended Repairs: Substructure repairs.

Bridge 400392: (Hamilton Street over Norfolk Southern Railroad) Three span prestressed concrete cored slab superstructure with reinforced concrete abutments and bents built in 1991.

Clear Roadway: 44.8'

Out to Out Width: 63.0'

Detour: N/A

Bridge Condition: Deck (7), Superstructure (7), Substructure (6)

Recommended Repairs: Substructure repairs (Highly recommend regrouting of shear keys when the bridge is repaved to mitigate deterioration of the cored slab units.)

Scope of Work:

Phase IA (Assessment): Volkert will coordinate railroad access and perform a detailed hands-on assessment of the structures to determine extents of repairs. Volkert will provide the City with a findings report and meet with the City to review the findings and finalize the scope of repairs.

Phase IB (Design): Volkert will prepare design plans for bridge repairs, traffic management plans, railroad agreement, and bid documents including project special provisions, engineer's estimate, and working day calculations. In addition, Volkert will attend the pre-bid, bid-letting, and pre-construction meetings to assist the City.

Phase II (Construction Engineering and Inspection (CEI)): Volkert will provide Contract Administration and Construction Engineering Inspection during the construction phase. Full scope of services to be determined.

The following pages include a detailed assessment and engineering fee estimate. The Phase I assessment and engineering cost for the above listed repairs is estimated to be \$ \$145,112.13.

VOLKERT, INC.
PROJECT NAME:

High Point Bridge Preservation
2021-Bridgse #386, #387, #388,
#390, #392



LOCATION: High Point, NC

HIGH POINT BRIDGE MAINTENANCE & REPAIR

PHASE I - ASSESSMENT AND DESIGN FEE

CONTRACT #

Bridge	Est.
Phase I - Assesment	\$ 39,536.13
Phase I - Eng. Design	\$ 105,576.00
Phase I - Total	\$ 145,112.13

VOLKERT, INC.

**Structural Assessment of Bridges # 400386, #400387, #400388,
#400390, & #400392 in High Point**

SALARY COSTS

FIELD WORK	Rate		Hours	Cost
Delbert Roddenberry	\$53.03		4	\$212.12
Tim Earp	\$50.00		40	\$2,000.00
Warren Hackler	\$23.50		40	\$940.00
Shane Dunlow	\$38.00		40	\$1,520.00
Clark Nichols	\$31.25		40	\$1,250.00
Total Field Time			160	\$5,710.00

OFFICE WORK / WRITE REPORT	Rate		Hours	
Emily Murray	\$68.34		20	\$1,366.80
Delbert Roddenberry (R/R ROE)	\$53.03		24	\$1,272.72
Tim Earp	\$50.00		12	\$600.00
David Gladden(CADD)	\$33.70		60	\$2,022.00
Heather Hodges	\$23.75		4	\$95.00
Total Office Time			120	\$5,356.52

DIRECT LABOR COSTS		\$11,066.52
OVERHEAD	152.22%	\$16,845.46
SUBTOTAL		\$27,911.98
Profit	15%	\$4,186.80
FCC	0.32%	\$35.41

SUBTOTAL SALARY COSTS	\$32,134.19
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NON-SALARY COSTS		Unit	Quantity	
Per diem	\$144.62	Day	12	\$1,735.44
RR Flagger	\$1,000.00	Day	4	\$4,000.00
Railroad Right of Entry fee	\$1,250.00	EA	1	\$1,250.00
Mileage (work vehicle)	\$0.595	Mile	700	\$416.50
SUBTOTAL NON-SALARY COSTS				\$7,401.94
PROJECT TOTAL LUMP SUM FEE				\$39,536.13

LOCATION:

**High Point Bridge Preservation 2020 - Bridges #386, #387,
#388, #390, #392**

High Point, NC



TASK #	DESCRIPTION		PM Love 252	NBIS Bridge Inspector Earp 150	NBIS Assistant Nichols 93	R/R Roddenberry 159	Engineer Murray 205	Engineer Holder 124	Engineer Thornton 108	Technician Gladden 101	TOTAL	2021 STAFF RATES		
1	Project Management	Hours	8	0	0	0	4	0	0	0	12		\$252.00	
		Cost	1200	0	0	0	820	0	0	0	2020	Project Manager		
2	Site Vist to validate Repairs	Hours	0	24	24	0	2	0	0	0	50		\$150.00	
		Cost	0	3600	2232	0	410	0	0	0	6242	NBIS Inspector		
3	Bridge Repair Plans	Hours	4	0	0	0	120	148	0	148	420		\$93.00	
		Cost	600	0	0	0	24600	18352	0	14948	58500	NBIS Assistant		
4	Railroad Agreements	Hours	0	0	0	12	8	0	0	0	20		\$159.00	
		Cost	0	0	0	3024	1640	0	0	0	4664	Railroad Coordinator		
5	Traffic Control Plans	Hours	0	0	0	0	12	80	40	0	132		\$205.00	
		Cost	0	0	0	0	2460	9920	4320	0	16700	Bridge Engineer		
6	Specifications	Hours	6	0	0	0	8	0	0	0	14		\$124.00	
		Cost	900	0	0	0	1640	0	0	0	2540	Engineer		
7	Contract Bid Documents	Hours	8	0	0	0	8	0	0	8	24		\$108.00	
		Cost	1200	0	0	0	1640	0	0	808	3648	Engineer		
8	Pre-Bid, Bidding, and Pre-Construction Meeting	Hours	8	0	0	0	8	0	0	0	16		\$101.00	
		Cost	1200	0	0	0	1640	0	0	0	2840	Technician		
9	Engineer's Estimate	Hours	4	0	0	0	8	8	0	0	20			
		Cost	600	0	0	0	1640	992	0	0	3232			
10	Final Design/Special Meetings	Hours	8	0	0	0	8	0	0	0	16			
		Cost	1200	0	0	0	1640	0	0	0	2840			
11	Post Repair NBIS Review	Hours	0	8	8	0	0	0	0	0	16			
		Cost	0	1200	744	0	0	0	0	0	1944			
	NA	Hours	0	0	0	0	0	0	0	0	0			
		Cost	0	0	0	0	0	0	0	0	0			
	NA	Hours	0	0	0	0	0	0	0	0	0			
		Cost	0	0	0	0	0	0	0	0	0			
	NA	Hours	0	0	0	0	0	0	0	0	0			
		Cost	0	0	0	0	0	0	0	0	0			
	TOTAL	Hours	46	32	32	12	186	236	40	156	740			
		Cost	6900	4800	2976	3024	38130	29264	4320	15756	105170			

DIRECT EXPENSES		
Subconsultants		0
TRAVEL		
Mileage:		406
Rental Car:		0
Air Travel:		0
Gas:		0
Food:		0
Lodging:		0
Parking:		0
TDC		0
SUBTOTAL:		406
OFFICE/OTHER		
Phone:		0
Printing:		0
Mail:		0
GIS Mapping:		0
SUBTOTAL:		0
LABOR:		105170
TOTAL FEE ESTIMATE:		105576
Total Environmental Document		
Special Surveys		0
Geotechnical		0
Total Fee Estimate		105576
Total Net Volkert Fee for Phase IIB		105576

<u>MILEAGE:</u>		
<u>MILES</u>	<u>RATE</u>	<u>COST</u>
700	0.58	406
0	0.58	0
0	0.58	0
Total Miles		406

<u>SUBCONSULTANTS:</u>	
<u>Service</u>	<u>TOTAL</u>
Total	0

[illegible]

**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A CERTAIN
PROPERTY IN CONNECTION WITH THE FOXWOODE MEADOWS
STORMWATER ALTERNATE ACCESS PROJECT**

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire the real property located at 3538 Running Cedar Trail, High Point, Guilford County, North Carolina.

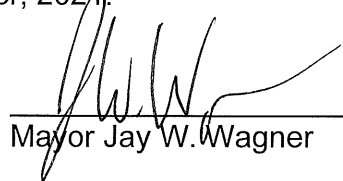
WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed property by negotiated conveyance; and

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$245,000.00;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT THAT:

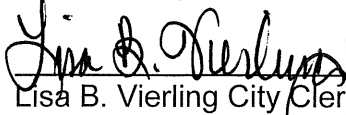
1. the City of High Point shall acquire the real property located at 3538 Running Cedar Trail, High Point, Guilford County, described in Deed Book 7964, Page 517 of the Guilford County Registry; and
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire said property; and
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$245,000.00 to the Clerk of Superior Court as just compensation to said owner.

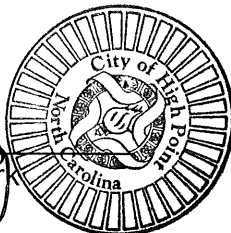
Adopted by City Council, this 4th day of October, 2021.

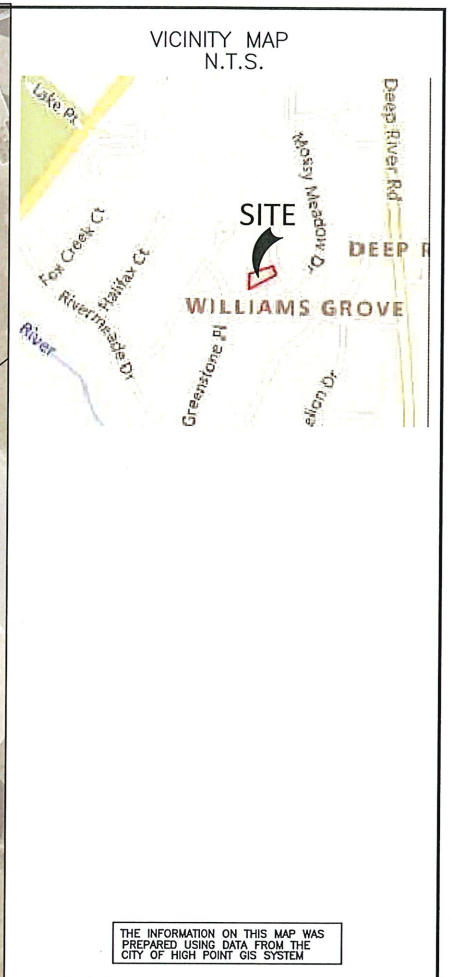
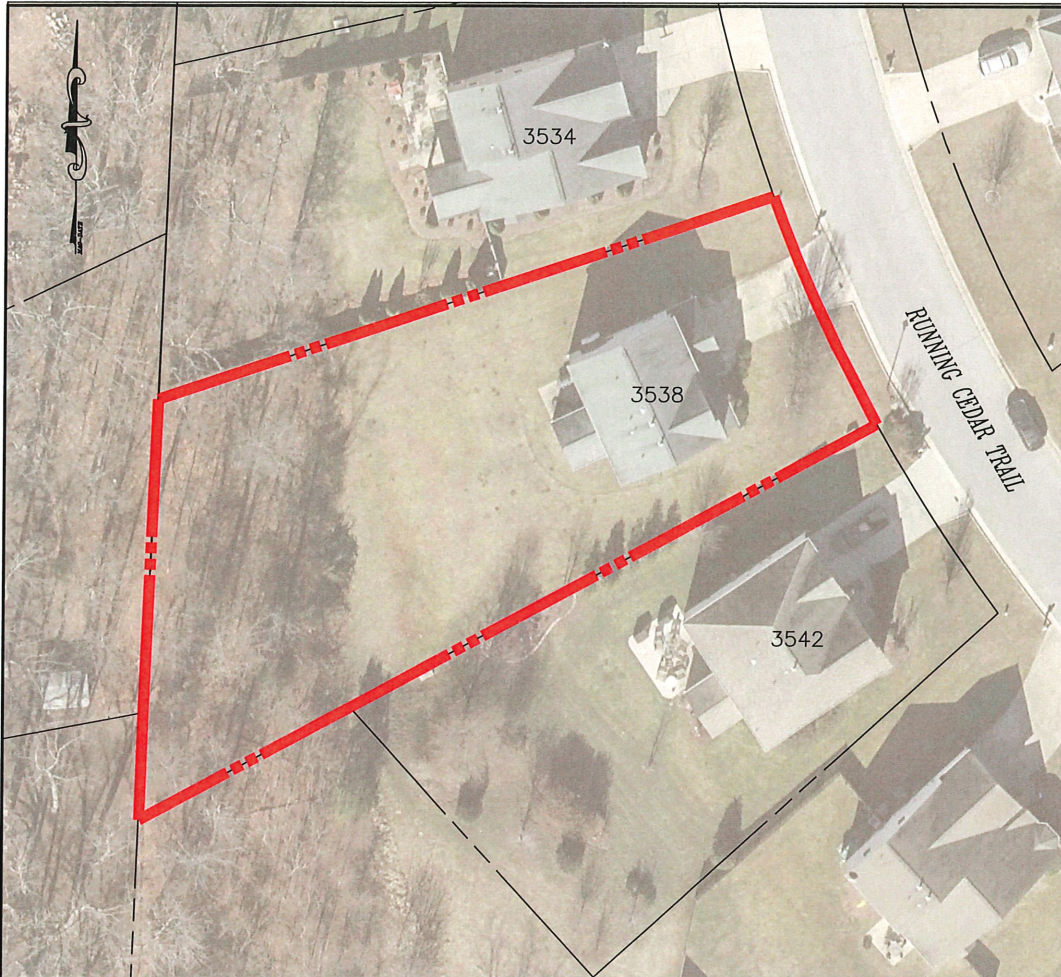


Mayor Jay W. Wagner

ATTESTED:


Lisa B. Vierling City Clerk





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

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	CONDEMNATION OF 3538 RUNNING CEDAR TRAIL
SCALE: 1" = 40' BY: JKF	PROJECT: P00496 DATE: SEPTEMBER 2021

RESOLUTION
LEASE NO. 008-0702358-300
DATED AS OF SEPTEMBER 14, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. 008-0702358-300 dated September 14, 2021 (the "Lease"), between City of High Point, NC, 211 South Hamilton Street, High Point, NC 27260 and The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441; and prescribing other details in connection therewith.

WHEREAS, City of High Point, NC, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of North Carolina; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of High Point, NC:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the City Manager of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

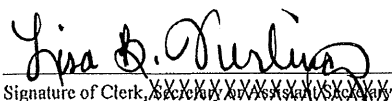
Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of North Carolina.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

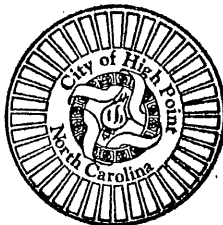
Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this 4th day of October, 2021.


 Signature of Clerk, Secretary or Assistant Secretary

Lisa B. Vierling

Printed Name of Clerk, Secretary or Assistant Secretary



CITY OF HIGH POINT

AGENDA ITEM

**Title: Maintenance Equipment Lease Agreement – Parks and Recreation****From:** Lee Tillery –Parks and Recreation Director**Meeting Date:** October 4, 2021**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Lease Agreement – Huntington National Bank
Smith Turf & Irrigation Equipment Description/Quotation

PURPOSE:

Lease of maintenance equipment for Oak Hollow and Blair Park Golf Courses, City Lake Park and Oak Hollow Park.

BACKGROUND:

The Parks and Recreation Department began leasing maintenance equipment for both Oak Hollow and Blair Park golf courses in 2016 due to an aging fleet of city owned equipment, high maintenance and repair costs and the need to provide a better fleet of equipment to serve both courses. We also included a few pieces for both Oak Hollow and City Lake Park. The City moved forward with a 60 month lease with TCF Equipment in October 2016, which is now owned by the Huntington National Bank. The new, proposed lease is also with Huntington National Bank and includes equipment from Smith Turf and Irrigation for 59 months. It is composed of the following:

- Renewal of ten (10) pieces of equipment from the 2016 lease at an updated rate.
- Lease of thirteen (13) new pieces of equipment. Note three of these pieces are replacements of eXMark mowers at City Lake Park and Oak Hollow Park.
- Trade In of eight (8) pieces of older equipment at a value of \$21,900.

This lease agreement also includes a maintenance package that provides us with numerous preventative maintenance items, as well as a maintenance credit at 1% of the overall contract value that totals \$5,331.38. This credit can be utilized on any repairs that may occur outside of the manufacturer's warranty for the equipment. This leasing program has proven to be quite effective the last five years and we have been pleased with the equipment, the results and far less time committed to maintenance and repairs.

BUDGET IMPACT:

The total contract cost for the length of the 59 month lease is \$533,138.16. This equates to \$108,434.88 annually with a monthly payment of \$9,036.24 per month. Expenses are planned for and budgeted each fiscal year in the Parks and Recreation operating budget and will be included in that planning process throughout the term of this contract.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends approval of the 59 month lease agreement with Huntington National Bank in the amount of \$533,138.16 for the equipment outlined in the Smith Turf and Irrigation (STI) Quotation from August 26, 2021. The lease will begin November 1, 2021.

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:

Greg Alspaugh
City of High Point



Quoted From:

Charlotte Office
4355 Golf Acres Dr
Charlotte, NC 28208

Account Executive: Jeff Corn

NC State Contract Pricing or NIPA

704-512-9120

Qty	Model	Option	Dv1	Description	Unit Price	Extended
2	04358			Greensmaster 3150-Q (Current @ Oak)	On-site	\$15,749.10
6	04654			11 Blade Cutting Unit		
6	04255			Narrow Wiehle Roller		
2	04476			3 WD Kit		
2	04554			Light Kit - LED		
2	04358			Greensmaster 3150-Q (Current @ Blair)	On-site	\$15,749.10
6	04654			11 Blade Cutting Unit		
6	04255			Narrow Wiehle Roller		
2	04554			Light Kit - LED		
3	04358			Greensmaster 3150-Q (2-Oak & 1-Blair)	NEW	\$90,192.51
9	04654			11 Blade Cutting Unit		
9	04255			Narrow Wiehle Roller		
3	04476			3 WD Kit		\$8,551.77
3	04554			Light Kit - LED		\$1,428.71
3	30064			MVP Kit - Filters		
2	03171			RM 3100-D Sidewinder (1-Oak & 1-Blair)	On-site	\$17,914.30
6	03190			27 Inch 11 Blade (RR) Radial Reel EdgeSeries		
2	03172			27 Inch Lift Arm Kit		
2	119-0635			DPA CU Tipper Kit		
2	03244			RM 3100 End Weight Kit (3)		
2	31696			LED Light Kit		
1	30885			Groundsmaster 4500 (Oak Rough)	New	\$73,780.14
5	108-9026-03			Combo Blade (22 Inch)		
1	31529			4WD Flow Divider Kit		\$1,802.32
1	CTFC-17			2x3 fan & canopy (17 degree forward)		\$800.00
1	30408			800 Hour MVP Filter Kit		
1	30609			Groundsmaster 4000-D (Blair Rough)	On-site	\$18,227.09
1	30609			Groundsmaster 4000-D (Blair Rough)	New	\$63,121.47
1	30422			Leaf Mulching Kit		\$1,172.22

Qty	Model Option Dv1	Description	Unit Price	Extended
2	03607	Reelmaster 5510-D (1-Oak & 1-Blair Fairways)	On-site	\$34,156.98
2	03607	Reelmaster 5510-D (1-Oak & 1-Blair Fairways)	New	\$119,816.70
10	03641	22 Inch 7-Inch, 11-Blade		
2	03405	7-inch Weight for CUs		
2	03655	Cross Trax All-wheel drive kit		\$8,744.60
2	CTFC-17	2x3 fan & canopy (17 degree forward)		\$1,600.00
2	30093	800 Hour MVP Filter Kit		
1	08743	Sand Pro 3040 (Bunkers)	New	\$16,877.91
1	08714	Manual Blade (40 Inch)		\$1,273.88
1	08751	Tooth Rake		\$1,195.68
1	31901	Groundsmaster 3280 4WD	On-site	\$5,644.07
1	EXLZX980EKC726	Zmower 72" KOH. ECV980 EFI Lazer X Red Tech	New	\$14,294.15
1	07068	Pro Sweep (Clean up cores)	New	\$15,983.30
1	107-1370	Wheel Scraper Kit		
1	T0000-3423	Sidewind Jack		
1	125-1300	Remote Assembly		
Oak Hollow Marina Location				
eXmark Z-Mower Options				
2	EXLZX940EKC606	60" Lazer Z, EFI Red Tech	New	\$27,908.30
City Lake Location				
1	EXLZX940EKC606	60" Lazer Z, EFI Red Tech	New	\$13,954.15
Potential OLD Trades, 2-6500's, 3100's, 1-JD sandpro, eXmark, 4500 & 4100GM.				(\$21,900.00)
Purchase or Finance Total without Tax				\$548,038.45
72 Month True Lease without Tax				Payment
				\$8,147.88

Current NC State or NIPA Contract Pricing good until Sept. 1st, 2021.

Note: Current equipment prices & this payment / rate applies to the STI / Toro package as described above.

Payment Terms:	Net 10th Prox (Upon Credit Approval)	Sub Total
Prices And Payment Terms Shown ARE SUBJECT TO CHANGE WITHOUT NOTICE From Date Quoted.		Est. Sales Tax
		Total
Quote Prepared By:	Jeff Corn	Date: 8/26/2021
Quote Accepted By:		Date:



Amendment to Contract and Related Documents (The Huntington National Bank Merger)

The "Contract": Master Agreement Number 702358L Dated October 19, 2016		Date: September 14, 2021
"Lessee"		
City of High Point, NC, 211 South Hamilton Street, High Point, NC 27260		
"Lessor"		
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441		

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract, together with all documents and agreements related thereto, including, without limitation, all lease schedules (the "Contract Documents") are hereby amended as follows:

1. Lessor and Lessee hereby agree that the Contract Documents are amended to replace all references therein to TCF Equipment Finance, Inc., TCF Equipment Finance, a division of TCF National Bank, or TCF National Bank with The Huntington National Bank.
2. Except as specifically amended herein, all of the terms and conditions of the Contract Documents shall remain in full force and effect and are hereby ratified and affirmed. This Amendment shall not by implication or otherwise limit, constitute a waiver of, or otherwise affect the rights and obligations of the parties under the Contract Documents.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment as of the date set forth above.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of High Point, NC

By: _____

Tasha Logan-Floyd, City
Manager



Turf Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0702358-300 Dated September 14, 2021 to Master Lease Number 702358L Dated October 19, 2016	
"Lessee": City of High Point, NC, 211 South Hamilton Street, High Point, NC 27260	
Contact: Chad Merritt	Phone: (336) 883-3237
"Lessor": The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	59 Months	Monthly	\$9,036.24 plus applicable taxes except financed sales tax included in the Final Cost	\$9,036.24 For Installments(s): First	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):

MAXIMUM HOURS:

3409 North Centennial Street, High Point, NC 27265: (3) Toro Greensmaster 3150-Q, (1) Toro Groundsmaster 4500, (1) Toro Groundsmaster 4000-D, (2) Toro Reelmaster 5510-D, (2) Toro Sand Pro 3040, (1) Toro Pro Sweep together with any and all attachments and accessories included thereto	400
--	-----

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of High Point, NC

By: _____

Tasha Logan-Floyd, City
Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of High Point, NC
211 South Hamilton Street,
High Point, NC 27260

Lessor: The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

Re: Contract 008-0702358-300, dated as of September 14, 2021, by and between City of High Point, NC and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of North Carolina (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0702358-300
DATED AS OF SEPTEMBER 14, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. 008-0702358-300 dated September 14, 2021 (the "Lease"), between City of High Point, NC, 211 South Hamilton Street, High Point, NC 27260 and The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441; and prescribing other details in connection therewith.

WHEREAS, City of High Point, NC, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of North Carolina; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of High Point, NC:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of North Carolina.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this _____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0702358-300
DATED AS OF September 14, 2021

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of High Point, NC (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

**Invoice**

Date of Invoice: 09/28/2021
Application Number: 456819
Contract Number: 008-0702358-300

To: City of High Point, NC
211 South Hamilton Street
High Point, NC 27260

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
Beginning Payments in Advance	\$9,036.24	\$0.00		\$9,036.24
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$9,036.24

Other Fees/Charges

Fee Description	Amount
Other Fees/Charges Sub Total	\$0.00

Invoice Total Due

Invoice Total Due	\$9,036.24
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Remit To: The Huntington National Bank
1405 Xenium Lane North (PCC180), Plymouth, MN 55441



1405 Xenium Lane North (PCC180), Plymouth, MN 55441

Insurance Certificate Request

To	To Whom It May Concern	From	Amy Kuester
Company		Phone	(319) 226-1728
Fax		Email	akuester@financediv.com
Phone			
Subject	INSURANCE CERTIFICATE REQUEST	Date	September 14, 2021

Message:

Our mutual customer, City of High Point, NC, is leasing equipment through The Huntington National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED: City of High Point, NC, 211 South Hamilton Street, High Point, NC 27260
2. COVERAGES: • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$555,479.90 or ACV ➤ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: (3) Toro Greensmaster 3150-Q, (1) Toro Groundsmaster 4500, (1) Toro Groundsmaster 4000-D, (2) Toro Reelmaster 5510-D, (2) Toro Sand Pro 3040, (1) Toro Pro Sweep together with any and all attachments and accessories included thereto Or reference: "Leased Equipment on HNB Contract Number 008-0702358-300", if the description is too long
4. The Huntington National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to akuester@financediv.com. Thank you!

Amy Kuester

Equipment Finance Sales Coordinator - Sr Specialist

The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

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Delivery and Acceptance

"Lessee"
City of High Point, NC, 211 South Hamilton Street, High Point, NC 27260
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

Delivery and Acceptance agreement attached to and made a part of Lease 008-0702358-300 dated September 14, 2021 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: City of High Point, NC

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

CITY OF HIGH POINT

AGENDA ITEM



Title: Condemnation – 3538 Running Cedar Trail

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, October 4, 2021

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Resolution

PURPOSE:

Consideration for the adoption of a Resolution Authorizing Condemnation to acquire the property located at 3538 Running Cedar Trail in connection with the Foxwoode Meadows Stormwater Alternate Access Project.

BACKGROUND:

Representatives of the City of High Point have been unable to acquire the needed property by negotiated conveyance. If the City Council adopts this Resolution, the City is required to give a thirty (30) day notice to the affected property owner and any other persons or entities having an “interest” in the property, of the intent to file condemnation action. At the end of the thirty (30) day notice period, the City can file the condemnation action and deposit its estimate of just compensation with the Guilford County Clerk of Superior Court.

BUDGET IMPACT:

The City has estimated the amount of \$245,000 to be just compensation for the property.

RECOMMENDATION / ACTION REQUESTED:

The City Attorney recommends adoption of the Resolution authorizing the City Attorney to give a 30 day Notice of Condemnation to the property owner, to file the necessary proceedings under Chapter 40A of the North Carolina General Statutes, and to authorize the Finance Director to issue a draft in the amount of \$245,000 to the Clerk of Superior Court as just compensation to the property owner.

**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A CERTAIN
PROPERTY IN CONNECTION WITH THE FOXWOODE MEADOWS
STORMWATER ALTERNATE ACCESS PROJECT**

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire the real property located at 3538 Running Cedar Trail, High Point, Guilford County, North Carolina.

WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed property by negotiated conveyance; and

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$245,000.00;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT THAT:

1. the City of High Point shall acquire the real property located at 3538 Running Cedar Trail, High Point, Guilford County, described in Deed Book 7964, Page 517 of the Guilford County Registry; and
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire said property; and
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$245,000.00 to the Clerk of Superior Court as just compensation to said owner.

Adopted by City Council, this 4th day of October, 2021.

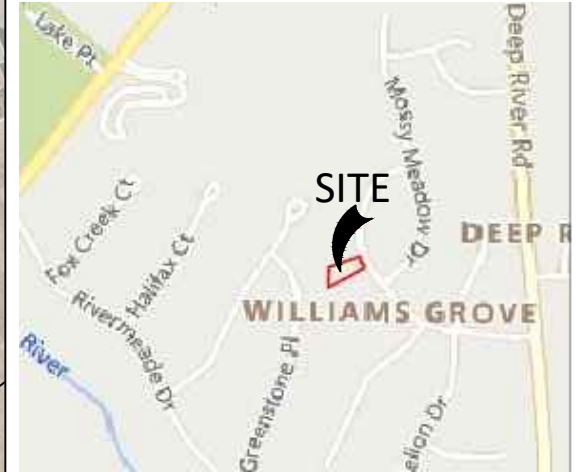
Mayor Jay W. Wagner

ATTESTED:

Lisa B. Vierling City Clerk



VICINITY MAP
N.T.S.



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

CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

CONDEMNATION OF
3538 RUNNING CEDAR TRAIL

SCALE: 1" = 40'

BY: JKF

PROJECT: P00496

DATE: SEPTEMBER 2021