



# City of High Point

## Meeting Agenda

### Finance Committee

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

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

Cyril Jefferson, Mayor (Alternate)

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Thursday, March 12, 2026

4:00 PM

Council Chambers

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#### Finance Committee - Council Member Britt W. Moore, Chair

#### CALL TO ORDER

#### PRESENTATION OF ITEMS

- 2026-62     **Consideration of the Ratification of a Purchase from Barrs Recreation, LLC**  
City Council is requested to consider the ratification of a purchase from Barrs Recreation, LLC in the amount of \$148,382.50 for the installation of synthetic turf surfacing at the High Point Athletic Complex and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-63     **Consideration of Change Order #3 with Mainlining America, LLC**  
City Council is requested to consider Change Order #3 with Mainlining America, LLC in the amount of \$800,000 to increase the contract amount from \$2,614,625 to \$3,414,625 for routine maintenance and repairs of water and sanitary sewer lines and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-64     **Consideration of a Task Order with Volkert, Inc.**  
City Council is requested to consider a task order with Volkert, Inc. in the amount of \$195,664 for professional construction engineering and inspection services for the West Green Drive, Green Stormwater Infrastructure Project and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-65     **Consideration of a Sole Source Purchase from GovWell**

**Technologies, Inc.**

City Council is requested to consider a sole source purchase from GovWell Technologies Inc. in the amount of \$849,500.00 for the implementation and initial three-year term of an enterprise permitting software system for development, permitting, and inspections, to approve a budget ordinance amendment in the amount of \$367,750.00, and to authorize the appropriate City Official(s) to execute all necessary documents.

2026-66

**Consideration of Sale of City-Owned Property – 414 Hodgkin Street, 532 East Farriss Avenue, and 1130 Adams Street**

City Council is requested to consider the resolutions accepting the three (3) offers for the sale of city-owned properties and authorizing the sale of the properties through the upset bid procedure of North Carolina General Statute §160A-269.

**ADJOURNMENT**

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of the Ratification of a Purchase from Barrs Recreation, LLC

**FROM:**  
Lee Tillery  
Parks & Recreation Director

**MEETING DATE:**  
March 12, 2026

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
1. Quote

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**PURPOSE:** Synthetic turf surfacing and installation for new accessible play structure and amenities at the High Point Athletic Complex (HPAC).

**BACKGROUND:** A new playground was recently installed to replace an aging structure at HPAC. The previous surfacing was deteriorating as well. This work includes installation of new subbase and synthetic “grass” surfacing to complete the project. This playground, located near the Miracle Field at HPAC, is one of two fully accessible playground structures in our department that includes accessible surfacing, wheelchair ramp accessibility and designated ground level play features.

**BUDGET IMPACT:** Funds are available in the FY 2025-2026 Budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider the ratification of a purchase from Barrs Recreation, LLC in the amount of \$148,382.50 for the installation of synthetic turf surfacing at the High Point Athletic Complex and authorize the appropriate City Official(s) to execute all necessary documents.

# INVOICE

Barrs Recreation, LLC  
36 Diane St  
Pittsboro, NC 27312-9963

info@barrsrec.com  
+1 (919) 781-4870  
www.barrsrec.com



**Bill to**  
City of High Point  
211 S. Hamilton St.  
High Point, NC 27260

**Ship to**  
Lee Tillery  
2917 School Park Road  
High Point, NC 27265

**Invoice details**  
Invoice no.: 76240  
Terms: Due Upon Completion  
Invoice date: 07/31/2025  
Due date: 02/18/2026

P.O. Number: 119835  
Sales Rep: John Barrs

#	Product or service	Description	Qty	Rate	Amount
1.		Sourcewell Contract #010521-BUR Effective February 17, 2025 February 17, 2028 Net 30 days payment terms			\$0.00
2.	<b>BCI Burke</b>	Burke Turf for 3750 sqft area with stone base	3750	\$24.00	\$90,000.00
3.	<b>Installation</b>	Installation of your Commercial Equipment completed in a prepared site that is level within 2% grade and has a surface of compacted soil only. An Owner representative must be on site when the install crew arrives to confirm layout of the equipment. If the site is not prepared correctly when the install crew arrives, a fee will be discussed for our crew to complete. If the crew is sent away for the Owner to handle site preparation, a Lost Time/Re- Mobilization Fee will be charged according to time and distance traveled. *In atypical soil situations where excessive bedrock/concrete footers are encountered such that a rock hammer or other heavy equipment is needed to complete the job, additional fees will be discussed. **This quote does not include Permits. Permits are the responsibility of the project Owner.	1	\$49,000.00	\$49,000.00

4. City of High Point #18103 High Point  
Guilford NC

\$0.00

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Subtotal \$139,000.00

Sales tax \$9,382.50

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**Total \$148,382.50**

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### Note to customer

We appreciate your business and look forward to our next project together

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of Change Order #3 with Mainlining America, LLC

**FROM:**  
Allison Kraft  
Water Resources Director

**MEETING DATE:**  
March 12, 2026

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
1. Change Order #3

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**PURPOSE:** The City annually awards a contract to assist the Water Resources Department with routine maintenance and emergency repairs of water and sanitary sewer utilities. City Council is requested to approve a contract change order for additional funding.

**BACKGROUND:** A contract was awarded to Mainlining America LLC for \$2,614,625 by City Council on June 23, 2025. Contract funds have been exhausted due to the Water and Sewer Mains Division staffing impacts and the size and volume of the maintenance repairs performed. Typical work includes point repairs, manhole reconstruction, hydrant repairs, main break repairs, replacement of deteriorated/collapsed lines, replacement of valves, and other maintenance work items. A change order approval for an additional \$800,000 is requested to work through the end of the current fiscal year. Approximately \$480,000 of this amount has been reserved for two sewer replacement projects and the balance will be dedicated to additional routine and emergency repairs. The proposed change order will increase the total contract amount to \$3,414,625.

For reference, the same contract for FY24-25 totaled \$2,919,465.94

**BUDGET IMPACT:** Funds are available in the FY 2025-2026 Budget.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider Change Order #3 with Mainlining America, LLC in the amount of \$800,000 to increase the contract amount from \$2,614,625 to \$3,414,625 for routine maintenance and repairs of water and sanitary sewer lines and authorize the appropriate City Official(s) to execute all necessary documents.

**CITY OF HIGH POINT**  
**CHANGE ORDER/SUPPLEMENTAL AGREEMENT**

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



CHG. ORDER/SUP. AGREEMENT NO. 03	CONTRACT NO.	BID NO. 17-040925	CONTRACT: Water and Sewer Maintenance/Emergency 2025-2026
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TO: Mainlining America LLC  
 (CONTRACTOR)

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

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Increase to PO 10-2025-11292-1 for the contract to cover routine water/sewer maintenance and emergency repairs through the end of the current fiscal year		\$800,000.00

Justification and reason for change: *Addition of funding to PO 10-2025-11292-1 for remainder of fiscal year*

Workday Account Number: <u>WS-0128 (Water) CC-5208 SC-154 Fund-521</u>	<u>\$400,000.00</u>
Workday Account Number: <u>WS-0102 (Sewer) CC-5208 SC-154 Fund-521</u>	<u>\$400,000.00</u>
Previous Contract Total:	<u>\$2,614,625.00</u>
The contract total including this, and previous Change Orders/Supplement Agreements will be revised to:	<u>\$3,414,625.00</u>
Revised completion date:	<u>No change (June 30, 2026)</u>

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

Requested By: <u><i>Cal Allan Hicks</i></u> (Public Services Engineer)	<u>2/23/2026</u> (Date)
Recommended: <u><i>Allison Kraft</i></u> (Water Resources Director)	<u>3/2/2026</u> (Date)
Accepted: _____ (Mainlining America LLC) William Black, CFO	<u>2/24/2026</u> (Date)
Approved: _____ (City of High Point)	_____ (Date)
Approved: _____ (Finance Department)	_____ (Date)



City of High Point  
 211 South Hamilton  
 P.O. Box 230  
 High Point, NC 27261  
 United States of America



Change Order

Purchase Order Number	PO-10-2025-11292 - 1
Purchase Order Date	07/08/2025
Purchase Order Type	One-Time Goods or Services
Due Date	
Payment Terms	Net 30
Payment Type	Cash
Buyer	Elizabeth Rush
Phone Number	+1 (336) 8833220
Email	libby.rush@highpointnc.gov

Page 1 of 1

<b>Supplier:</b>
Mainlining America 354 Eisenhower Pky Livingston, NJ 07039 United States of America

<b>Ship To:</b>
City of High Point 211 South Hamilton P.O. Box 230 High Point, NC 27261 United States of America Sarah Admani +1 (336) 8833220 (Landline)

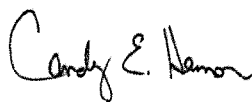
<b>Comments:</b>
Conversion PO - Original PO Amount \$2614625

<b>Bill To:</b>
City of High Point 211 South Hamilton P.O. Box 230 High Point, NC 27261 United States of America Sarah Admani +1 (336) 8833220 (Landline)

	<b>Currency</b>	<b>Total Lines Amount</b>	<b>Total PO Amount</b>
	USD	2,072,678.85	2,072,678.85
<b>Shipping Terms</b>	<b>Shipping Method</b>	<b>Shipping Instruction</b>	
FOB Destination	Ground Freight	Packages must not be greater than 150 pounds.	

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		FY 2025-2026 Emergency				765,366.35
2		FY 2025-2026 Emergency				1,307,312.50

<b>Messages</b>
Purchase Order Number must appear on all correspondence, invoices, shipping papers and packages.
<b>PURCHASE ORDER TERMS AND CONDITIONS:</b>
The seller agrees that the following Terms and Conditions will be applicable there to:
CoHP Procurement: <a href="https://www.highpointnc.gov/DocumentCenter/View/5037/CHP-PO-Terms-and-Conditions-2025?bidId=">https://www.highpointnc.gov/DocumentCenter/View/5037/CHP-PO-Terms-and-Conditions-2025?bidId=</a>
Federal Procurement: <a href="https://www.highpoint.gov/DocumentCenter/View/22665/Federal-Terms-and-Conditions">https://www.highpoint.gov/DocumentCenter/View/22665/Federal-Terms-and-Conditions</a>

  
 Purchasing Manager

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

  
 Director of Financial Service



**PURCHASE ORDER NUMBER**  
**119215**  
This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

**Ship Via:**  
**FOB:**  
**Freight Terms: Prepaid**  
**Due Days:**

**Date: 07/08/2025**

**Vendor:**  
 79153  
 MAINLINING AMERICA, LLC  
 MAINLINING AMERICA, LLC  
 354 EISENHOWER PKY  
 LIVINGSTON NJ 07039  
 United States of America

**Bill To:**  
 City of High Point  
 Accounts Payable  
 P.O. Box 230  
 High Point, NC 27261

**Ship To:**  
 PUBLIC SERVICE DEPARTMENT  
 211 SOUTH HAMILTON ST  
 HIGH POINT NC 27260

**Buyer: Libby Rush**  
**Phone: 336-883-3219**

**Requestor: TAMMIE DODD**  
**Phone:**  
**Requisition: 41732**

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1.0000	LT	WATER/SEWER MAINTENANCE FY 2025-2026 Emergency 421779 533701 421001012805 40201	1,307,312.500	1,307,312.50
2	1.0000	LT	WATER/SEWER MAINTENANCE FY 2025-2026 Emergency 421779 533701 421001010205 40201	1,307,312.500	1,307,312.50
<b>Purchase Order Summary</b> <b>Goods Total:</b> <b>Order Total:</b>					<b>\$2,614,625.00</b> <b>\$2,614,625.00</b>
<b>Total Amount:</b>					<b>\$2,614,625.00</b>

Candy E. Hamon  
 Purchasing Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

**ORIGINAL**

Libby Rush  
 Director of Financial Service

# CITY OF HIGH POINT

## AGENDA ITEM



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

**FROM:**  
Robby Stone  
Public Services Director

**MEETING DATE:**  
March 12, 2026

**PUBLIC HEARING:**  
No

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

**ATTACHMENTS:**  
1. Scope of Services  
2. Estimate

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**PURPOSE:** To approve a task order with Volkert, Inc. for the professional construction engineering and inspection services for the West Green Drive, Green Stormwater Infrastructure project in accordance with guidance from the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure (DWI).

**BACKGROUND:** The State Water Infrastructure Authority approved the City's application, in partnership with Southwest Renewal Foundation (SWRF) of High Point, Inc., for a Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) for a Stormwater Construction Grant. The project will be an innovative redevelopment of a key city arterial. The project proposes to design and install new Green Stormwater Infrastructure systems along a ¾-mile stretch of W. Green Drive that arcs along the southwest side of downtown, near the headwaters of the drainage area into the Richland Creek watershed. The project area extends in an arc from the intersection of West Green Drive with Jacobs Place, towards the southwest at West Green Drive's intersection with Taylor Avenue for a length of approximately ¾-mile.

The project's timeline is subject to the fiscal deadlines set forth by U.S. Treasury for ARPA funds, which require the funds to be obligated by December 31, 2024, and then expended by December 31, 2026. The final project fully constructed must be delivered by the end of December 2026.

**BUDGET IMPACT:** This project is supported by a Federal Grant in the amount of \$5,000,000.00. There are no local budget impacts. The costs associated with the professional engineering construction services are \$195,664.00.

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a task order with Volkert, Inc. in the amount of \$195,664 for professional construction engineering and inspection services for the West Green Drive, Green Stormwater Infrastructure Project and authorize the appropriate City Official(s) to execute all necessary documents.

**Volkert, Inc.**  
5430 Wade Park Blvd  
Suite 410  
Raleigh, NC 27607  
919-854-0344  
www.volkert.com



March 4, 2026

Mr. Robby Stone  
Public Services Director  
City of High Point

**Subject:** West Green Drive Stormwater Infrastructure Improvements Project (SRP-SW-ARP-0022)–  
Volkert CE&I Scope

Mr. Stone,

Volkert, Inc. (Volkert) is pleased to submit this scope to provide Construction Engineering and Inspection services for the upcoming West Green Drive stormwater infrastructure improvements project located in High Point, NC. Our proposal is based upon the plans and supporting documentation provided on March 2, 2026.

**Scope of Services**

Construction Inspection: Volkert intends to provide on-site inspections, testing, and general oversight of the construction process on a full-time basis during active construction. Oversight will include monitoring of grading, drainage construction, impermeable lining installation, stamped concrete placement, sidewalk and driveway construction, asphalt overlays, adjustments of drainage devices, signing, landscape planting installation, utility line placement, and miscellaneous concrete flatwork. Volkert will monitor traffic control operations and erosion control best management practices. All work will be inspected for conformance with the City of High Point and NCDOT standard specifications and performed by a qualified inspector with NCDOT certifications. The inspector will complete daily reports including work completed, quantities installed, and any deficiencies observed. It is anticipated that Volkert will sample and test concrete for determination of contract compliance. Volkert will provide materials testing on the following items:

- Trench backfill
- Concrete

- Asphalt (temperature, rate, and compaction monitoring only)

Project Management: Volkert will perform Project Management duties during construction while working alongside City of High Point staff. Management duties will include attending and participating in the preconstruction and monthly progress meetings, change order and supplemental agreement creation, monthly estimate review, weekly progress monitoring and updates provided, Federal guidelines adherence monitoring and final inspection and closeout.

Third-Party Services: Volkert will solicit the services of an NCDOT approved vendor to provide the following services:

- Laboratory testing (concrete cylinders, compressive strength, standard proctor, Atterberg limits, asphalt density testing, etc.)

#### **Responsibilities of the City of High Point**

Volkert's scope of services and compensation are based on the City of High Point performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Volkert supplied digital information or data, if any, from contamination, misuse, or changes.
- Execute work orders/change orders with all the required information.
- Precise and clear invoicing instructions.

#### **Responsibilities of Others**

The following tasks are assumed to be provided by others and are not anticipated to be completed by Volkert:

- Provide coordination with right-of-way and utility impacts
- Review of shop drawings and material submittals
- Attainment or termination of applicable permits

- Engineer of Record services to include responses to RFIs and provide clarification of design plans and contract documents

### **Schedule**

Volkert will provide full-time inspections during active construction or traffic control operations. Some items or activity performed by the Contractor may be deemed unnecessary for full-time monitoring and Volkert will reduce the time on-site at the request of the City of High Point. It is assumed that the project will be completed consecutively over a period of eight (8) months. We have anticipated the average time of on-site inspections to be 44 hours per week, with most of the work being done with road closures and detours. It will be the responsibility of the Contractor to provide progress schedules and coordinate weekly activities with Volkert staff. Any work performed by the Contractor without the presence of the inspection staff will be at risk for acceptance or payment.

### **Compensation**

The work described under the Scope of Services will be performed on a loaded hourly rate as shown on the attached fee estimate form, unless authorized by City of High Point. It is assumed that the project will be completed consecutively over a period of eight (8) months. Additional hours or services requested by the City of High Point will be authorized via a change order request. It is important to note that Volkert has made assumptions with regards to Contractor preparedness on the estimated number of inspections required based off previous project experience with similar scope of services and construction schedule. All rates are based on the work hours defined as Monday through Friday, 7:00AM to 5:30PM. It is understood that all work to be performed during after work hours, weekends, or holidays are to be reviewed by the City of High Point on a case-by-case basis.

**Fee Estimate for Staffing Services**

Firm Providing Services:

NCDOT Business Unit:

Description of Services:

Project Identifiers:

Volkert						
City of High Point						
West Green Drive Stormwater Project						
TIP:		LSC:		PO:		Other Identifiers as Needed:



**Firm's Estimate**

	Pay Rate:	PM	Asst. PM	TT III	Position	Position	Position	Position	Position	Subtotal Hours
		Jason Julian	Tommy Byrd	Name	Name	Name	Name	Name		
CEI Services		\$215.00	\$168.00	\$120.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	
Description of Activity	Hours:	64.00	128.00	1320.00						1512.00
Description of Activity	Hours:									0.00
Description of Activity	Hours:									0.00
Description of Activity	Hours:									0.00
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Description of Activity	Hours:									0.00
Description of Activity	Hours:									0.00

Subtotal Fee per Position: \$13,760.00 \$21,504.00 \$158,400.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

**Non-Salary Direct Costs** (see the current "Maximum Allowable Non-Salary Direct Cost" policy memo for more information)

Item	Rate	Quantity	Subtotal
Sedan	\$0.700 /mile		\$0.00
Car Rental	\$50.00 /day		\$0.00
Gas for Rental	\$0.20 /mile		\$0.00
Breakfast	\$10.10		\$0.00
Lunch	\$13.30		\$0.00
Dinner	\$23.10		\$0.00
Lodging	\$95.00 /day		\$0.00
Subsistence (B/L/D + lodging)	\$135.60		\$0.00
<b>Total</b>			<b>\$0.00</b>

Total Salary Fee:	\$193,664.00
Overhead:	\$0.00
Subtotal:	\$193,664.00
Profit:	\$0.00
Cost of Capital:	\$0.00
<b>Total:</b>	<b>\$193,664.00</b>
Non-Salary Direct Costs	\$0.00
Additional Item #1 (Detailed Separately)	\$2,000.00
Additional Item #2 (Detailed Separately)	\$0.00
Additional Item #3 (Detailed Separately)	\$0.00
Additional Item #4 (Detailed Separately)	\$0.00

Estimate Prepared by: Jason Julian

Date: 3/4/2026

NCDOT Approval by:

Name

Date

**Grand Total: \$195,664.00**

Note, the Non-Salary Direct Costs items above are a partial listing. See the referenced policy memo for more information. Additional NS Direct Cost items, subconsultants and nonprofessional subcontracted services can be included as additional items 1-4. Documentation is required.

# CITY OF HIGH POINT

## AGENDA ITEM



**TITLE:** Consideration of a Sole Source Purchase from GovWell Technologies, Inc.

**FROM:**  
Christopher Whaley  
Inspection Services Director

**MEETING DATE:**  
March 12, 2026

**PUBLIC HEARING:**  
No

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

### ATTACHMENTS:

1. Budget Ordinance Amendment
2. GovWell Technologies, Inc. - Sole Source Justification Letter
3. Sole Source Justification Form
4. Agreement for Services

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**PURPOSE:** Request to contract with GovWell Technologies Inc. (“GovWell”) as a sole source provider for an enterprise permitting software system for development, permitting, and inspections.

**BACKGROUND:** Over the last two years the Inspections Services Department has been evaluating different permitting software companies for replacement of our current enterprise permitting system. Our current system is comprised of four different software systems that have been integrated by both city staff and third-party consultants, including Accela (primary software), E-Plan Soft (electronic plan review), Paymentus (payment handling), and Laserfiche (cloud storage). The City’s system supports a multitude of departments including Planning and Development, Engineering Services, Transportation, Public Services, Water Resources, Community Development and Housing’s Local Code Enforcement Division, Fire, and Inspections Services. The system serves as a central location for all data storage across the City and provides a public-facing portal.

The City has been using Accela for over 10 years with some upgrades and additional products added. Difficulties of the current system include increased costs to operate all four systems, custom integration that requires constant attention from staff and third-party consultants to maintain connections across all systems, and the inability to make changes to the system without rewriting code, which may require a third-party consultant.

GovWell offers a fully integrated enterprise permitting system for a considerably lower annual cost to the City. GovWell’s system includes built-in plan review, payment handling, and cloud storage functions; 24/7 customer support to both City staff and the public; and a customizable public-facing portal with an artificial intelligence function to assist the public with questions. The GovWell system also allows staff to make changes without the need for third-party consultants or rewriting code. All affected departments were involved in the selection process.

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

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider a sole source purchase from GovWell Technologies Inc. in the amount of \$849,500.00 for the implementation and initial three-year term of an enterprise permitting software system for development, permitting, and inspections, to approve a budget ordinance amendment in the amount of \$367,750.00, and to authorize the appropriate City Official(s) to execute all necessary documents.

AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE OF THE  
CITY OF HIGH POINT TO APPROPRIATE GENERAL FUND RESERVES  
FOR AN ENTERPRISE PERMITTING SOFTWARE SYSTEM

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

Section 1. The proposed amendment appropriates \$367,750 in general fund reserves for the purchase of a new enterprise permitting software system.

Section 2. The 2025-2026 Budget Ordinance of the City of High Point should be amended as follows:

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

Permitting Software	\$367,750
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(B) That the following General Fund revenues be amended as follows:

Fund Balance	\$367,750
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by the City Council of the City of High Point, this the 23rd day of March 2026.

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

ATTEST

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



GovWell Technologies Inc.  
25 W 36th St., Floor 10  
New York, NY 10018  
[www.govwell.com](http://www.govwell.com)

211 S Hamilton St  
High Point, NC 27260

RE: GovWell Technologies Inc., Sole Source Documentation

To Whom It May Concern:

This letter serves as formal confirmation that GovWell Technologies Inc. is the sole provider, developer, and authorized support entity for the GovWell software platform. The GovWell platform is proprietary technology owned exclusively by GovWell Technologies Inc., and no third parties are authorized to license, sell, support, integrate, or modify the system.

GovWell includes the following unique and proprietary capabilities that are not available from any other vendor:

### **Planning & Zoning Module**

- **Integrated Electronic Plan Review:** A unified system allowing applicants and staff to submit plans, conduct markups, reference applicable codes, exchange comments, and transmit review results within a single platform.
- **AI Auto-Check Engine:** A proprietary artificial intelligence tool that analyzes submitted applications and provides real-time feedback on alignment with local ordinances, zoning codes, and administrative rules. This AI engine is unique to GovWell and cannot be purchased or licensed separately.
- **Real-Time Applicant Support:** Embedded technical support tools designed specifically for residents and applicants, allowing them to receive assistance directly within the GovWell platform.

## **Sole Provider and Support Justification**

GovWell Technologies Inc. is the only entity legally authorized to provide:

- Licensing of the GovWell platform
- Implementation and configuration
- Maintenance, updates, enhancements, and security patches
- Technical support for applicants and staff
- Integration services with local government systems

Because the GovWell platform is proprietary and is not sold, serviced, or distributed through resellers or third-party vendors, competitive sourcing is not feasible.

If additional information is required to support this sole-source determination, GovWell Technologies Inc. will gladly provide further documentation.

Sincerely,  
Troy LeCaire  
Chief Executive Officer  
GovWell Technologies Inc.  
Email: [troy@govwell.com](mailto:troy@govwell.com)  
Phone: 920-360-4496

**SOLE SOURCE JUSTIFICATION FORM**

(For Items Costing **\$10,000.00 or More**)

Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

1.  Performance or price competition for a product are not available.
2.  A needed product is available from only one source of supply. (*\*\*Attach Company's Letterhead*)
3.  Standardization or compatibility is the overriding consideration.
4.  The parts/equipment are required from this source to permit standardization.
5.  None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and supportdocumentation.

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

Department Head/Authorized Personnel

Department/Division

Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)



## AGREEMENT FOR SERVICES

**THIS AGREEMENT FOR SERVICES (“Agreement”)** is made on March 24, 2026 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and GovWell Technologies Inc., a(n) Delaware corporation (“**Service Provider**”). The City and Service Provider are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

**WHEREAS**, the City desires to engage Service Provider to provide the services described on **Exhibit A, the GovWell Order Form, and the Terms of Service incorporated by reference therein**, attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Service Provider pursuant hereto (the “**Services**”); and

**WHEREAS**, Service Provider desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

**NOW, THEREFORE**, the City and Service Provider, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

### SECTION I. ENGAGEMENT OF SERVICE PROVIDER

- A. Engagement. Service Provider shall perform the Services and the City shall pay Service Provider for the performance of such Services as set forth herein.
- B. Independent Contractors. The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Service Provider joint venturers, partners, or parties to similar relationships with each other.

### SECTION II. PROVISION OF THE SERVICES

- A. Provision of the Services. Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.
- B. Fees. The City will pay Service Provider for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Service Provider under this Agreement not to exceed \$849,500.00.
- C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services.**” Additional Services will be negotiated

on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

### SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND CITY

#### A. Service Provider's Responsibilities.

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services furnished by Service Provider under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services' completion date as specified on **Exhibit A**, the City may grant to Service Provider an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider's performance of the Services.

5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Service Provider shall submit to the City such Project documentation and deliverables, if any, as agreed to by Service Provider and the City on **Exhibit A**. Service Provider shall not be liable for use by the City of said deliverables for any purpose other than those intended by the terms of this Agreement.

7. (Reserved)

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City

Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Service Provider's right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. (Reserved)

11. Prior to provision of the Services, Service Provider shall, by written notice to the City, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the "**Designated Representative**"). The Designated Representative's decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the City requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider's receipt of written notice from the City regarding such request. If Service Provider decides to change the Designated Representative, Service Provider will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider's provision of Services (a) the City will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the City in connection therewith.

B. The City's Responsibilities.

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative's instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are to be provided by Service Provider pursuant to **Exhibit A**.

## SECTION IV. TERM

A. Duration. The term of this Agreement (the “**Term**”) will commence on the Effective Date and will expire in accordance with Exhibit A, the Order Form, and the Terms of Service.

## SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider’s performance of the Services, the City agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A, the Order Form** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Service Provider’s invoices to the City for compensation for Services (“**Invoices**”) shall be submitted on an annual basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City’s receipt of an Invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service Provider to the reasonable satisfaction of the City, and Service Provider shall submit a revised Invoice after the City’s concerns about the Invoice have been addressed.

2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City’s receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Service Provider of the dispute and request clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

5. Payments in First Year. Notwithstanding anything to the contrary herein or in the Order Form or Terms of Service, the City shall pay for half of the Total Year 1 Cost reflected on the Order Form according to the terms herein and shall pay for the remaining half of the Total Year 1 Cost by August 1, 2026. For clarity, no interest shall accrue, whether pursuant to Section 4.4 (Interest) of the Terms of Service or otherwise, on amounts the City pays in accordance with this **Section V.A.5**.

B. Audit of Records. Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City’s audit or inspection at the City’s office during the Term and for five (5) years from the date of final payment.

## SECTION VI. INSURANCE AND INDEMNIFICATION

### A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Service Provider shall have and maintain in full force and effect, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$1,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Service Provider shall have new insurance policies in place that meet the requirements of this **Section VI**;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

4. Service Provider shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the “**Certificates of Insurance**”).

B. Indemnification. To the extent the City is obligated to indemnify Service Provider or any other entity, any such obligation shall be limited to the extent permitted by applicable law.

## SECTION VII. TERMINATION

A. Termination for Breach. This Agreement may be terminated by either Party upon notice to the other Party in the event of the other Party’s material breach of this Agreement; provided that no termination for material breach may be effected unless the breaching Party fails to cure such breach within ten (10) calendar days following its receipt of notice of such breach from the non-breaching Party.

B. (Reserved)

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue all Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A.8**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, and **Section X**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## SECTION VIII. SERVICE PROVIDER’S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Service Provider represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider’s breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby incorporated by reference with respect to the Services, Service Provider further represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

2. (Reserved)

3. none of the Services, deliverables, and the City's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Service Provider agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Service Provider may disclose the Confidential Information to its Personnel and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service Provider's legal counsel, Service Provider is legally required to disclose. As used herein,

“**Confidential Information**” means any information that is treated as confidential by the City, including but not limited to all non-public information about the City’s business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as “confidential.” Confidential Information shall not include information that: (a) is already known to Service Provider without restriction on use or disclosure prior to receipt of such information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the City; or (d) is received by Service Provider from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. No Debarment. Service Provider represents and warrants to the City that Service Provider is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

F. Public Records. The City is subject to and must comply with North Carolina public records laws, including but not limited to N.C. Gen. Stat. § 132.1, *et seq.* The City shall not be restricted from complying with its obligations under North Carolina public records laws, and the City’s good faith efforts to comply with North Carolina public records laws will not violate any terms of the Agreement, the Order Form, or the Terms of Services, including but not limited to any provisions regarding destruction of documents or confidentiality. The City cannot and does not agree to destroy (or permanently erase) any information that the City may be required to maintain under North Carolina public records laws. The City cannot and does not agree to keep any information confidential that the City may be required to disclose under North Carolina public records laws.

## SECTION IX. MEETINGS

A. General. Subject to any more specific provisions set forth on **Exhibit A**, Service Provider may make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project to which the Services relate (the “**Project**”) and for proper preparation of plans, documents, specifications, and special provisions.

B. Status Updates. Service Provider may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties’ regular meetings. Such additional meetings, if needed, shall be held at the City’s office or at the Project site as appropriate.

## SECTION X. MISCELLANEOUS

A. Entire Agreement; Conflicting Provisions. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement

of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Service Provider on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** and the Terms of Service as incorporated by reference therein, attached hereto may take the form of Service Provider's proposal for the Services, in which case any verbiage set forth on **Exhibit A** that conflicts with the provisions of this Agreement or its other Exhibits shall be disregarded and of no force or effect.

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

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

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

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable

attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

H. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

I. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

J. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3<sup>rd</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this **Section X.J**):

If to the City:

The City of High Point  
Purchasing Department  
P.O. Box 230  
High Point, NC 27261

If to Service Provider:

(See Service Provider's address for notices on the signature page hereof.)

K. Disclosure. Service Provider agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the City and securing its consent in writing. .

L. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider’s continued performance of Services is requested by the City in writing, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by Service Provider’s breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

N. Representation of Authority. Any individual executing this Agreement on behalf of Service Provider hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of Service Provider and does so with full legal authority.

O. Data Extraction. Section 12.4 (Data Extraction) of the Terms of Service shall apply to the Agreement for a period of sixty (60) days after the end of the Term.

*[SIGNATURES BEGIN ON THE NEXT PAGE]*

**IN WITNESS WHEREOF**, this Agreement is entered into by the Parties as of the Effective Date.

**The City:**

CITY OF HIGH POINT

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

Name: Greg Ferguson

Title: Deputy City Manager

**Preaudit Certificate**

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

\_\_\_\_\_  
Bobby Fitzjohn, Finance Officer

**Service Provider:**

GOVWELL TECHNOLOGIES INC.

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

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

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

*Service Provider's address for notices:*

228 Park Ave S PMB 368134

New York, NY 10003-1502

Attn: David Ciano

**EXHIBIT A**

**to**

**AGREEMENT FOR SERVICES**

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and  
Schedule

(See attached)

## GovWell Order Form

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

<b>Customer:</b> City of High Point, NC	<b>Effective Date:</b> March 24, 2026
<b>Customer Contact:</b> Chris Whaley	<b>Contact Email:</b> christopher.whaley@highpointnc.gov
<b>Contact Phone:</b> (336) 883-3275	<b>Billing Contact:</b>
<b>Billing Email:</b>	<b>Billing Phone:</b>

### 1. SOFTWARE MODULES AND SERVICES.

The table below outlines the GovWell software modules and services included in Customer’s purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, plan review, and certificates of occupancy for vertical construction. Does not include site development, engineering permits, or contractor licensing.	\$90,000	\$38,800	Data + Files	\$23,200
Contractor Registration	Manage contractor registrations/licenses and renewals for contractors seeking to pull building permits. Tracks insurance verification and license status.	\$16,000	\$4,000	None	-
Planning & Zoning	Manage discretionary land use applications requiring staff review or public hearings. Does not include building permits or engineering permits.	\$45,000	\$10,000	Data + Files	\$4,000
Engineering & Land Use Permits	Manage site development permits including grading, erosion control, drainage, utilities, and sewer connections. Covers construction-phase stormwater controls. Does not include building permits, public works street permits, or post-construction stormwater maintenance.	\$15,000	\$4,000	Data Only	\$2,000
Code Enforcement	Manage code enforcement cases for property maintenance, nuisance, and zoning violations. Does not include lien tracking, parking tickets or rental registration programs.	\$35,000	\$10,000	Data + Files	\$8,500
Events Permits	Manage special event permit applications including festivals, parades, block parties, and similar public events. Does not include venue rentals, fire permits, or right-of-way permits.	\$10,000	\$2,000	None	-
Stormwater	Manage recurring inspections for post-construction stormwater facilities.	\$20,000	\$12,000	Data Only	\$4,000
Transportation Permits	Permits related to right-of-way, lane closure, and driveways.	\$10,000	\$2,000	Data Only	\$2,000
AI Community Assistant	Provide 24/7 support to your community in 80+ languages.	Free up to 100 questions /	-	-	-

		month <sup>1</sup>			
<b>TOTALS</b>		<b>\$241,000</b>	<b>\$82,800</b>		<b>\$43,700</b>

## 2. SCOPE OF WORK.

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

<b>Item</b>	<b>Quantity / Scope</b>
Deployment Services	191 hours, conducted via Zoom, with two (2) onsite visits at a mutually agreeable time during implementation/training.
Data Migration Services	234 hours
Staff Training	Twenty One (21) 60-minute sessions conducted via Zoom
Continuous Deployment Services	40 hours / year
Product Support	Included for free.

## 3. INITIAL TERM

Three (3) years, beginning on the Effective Date.

## 4. SUMMARY OF FEES AND TERMS

<b>Item</b>	<b>Description</b>
Deployment & Data Migration Services Fees (one-time)	\$126,500
Annual Subscription Fees	\$241,000
<b>Total Year 1 Cost</b>	<b>\$367,500</b>
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing.  Invoice schedule: <ul style="list-style-type: none"> <li>● \$183,750, invoiced on Effective Date</li> <li>● \$183,750 invoiced on July 1, 2026</li> <li>● \$241,000, invoiced on Anniversary of Effective Date 2027</li> <li>● \$241,000, invoiced on Anniversary of Effective Date 2028</li> </ul>
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date

<sup>1</sup>If you exceed 100 questions per month, we’ll notify you so you can choose to upgrade based on your usage or discontinue use of the Community Assistant. We will never bill you without your consent.

**5. TERMS OF SERVICE.**

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at <http://www.govwell.com/terms> (as amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

# Exhibit A: Scope of Work

## Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

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### 1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

#### 1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will reach out to the Customer’s designated GIS contact to initiate integration efforts. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data in a timely manner. GovWell’s ability to integrate is directly dependent on the completeness and responsiveness of the information shared by the Customer’s GIS team. Timely access and communication are essential to ensure a smooth integration.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

## 1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

## 1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

## 1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
  - Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.
- 

## 2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

### 2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.

- Preparation of a written data migration plan for Customer approval.
- One-time import of structured tabular data into GovWell.

## 2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

## 2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.

- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.
- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

## 2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer’s needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell’s receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

## 2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

## **2.6 Post-Migration Support and Customer Responsibilities**

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

## **2.7 Service Hours**

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

## **2.8 Data Security**

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

## **3. Continuous Deployment & Product Support Services**

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

### **3.1 Overview**

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

### **3.2 Scope**

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

#### **4. Out-of-Scope Services & Hourly Rates**

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour

**EXHIBIT B**

**to**

**AGREEMENT FOR SERVICES**

Certificate(s) of Insurance

(See attached)

**CITY OF HIGH POINT**  
**AGENDA ITEM**



**TITLE:** Consideration of Sale of City-Owned Property – 414 Hodgin Street, 532 East Farriss Avenue, and 1130 Adams Street

**FROM:**  
 Mike Brooks  
 Real Estate Coordinator  
 City Attorney's Office

**MEETING DATE:**  
 March 12, 2026

**PUBLIC HEARING:**  
 No

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

- ATTACHMENTS:**
1. Resolution - 414 Hodgin Street
  2. Resolution - 532 East Farriss Avenue
  3. Resolution - 1130 Adams Street

**PURPOSE:** For Council to authorize the sale of City-owned properties in accordance with North Carolina General Statute (“N.C.G.S.”) § 160A-269.

**BACKGROUND:** The City has received the following offers to purchase City-owned properties:

Offeror	Property Address	Guilford County REID	Acreage	Current Use	Offer Amount
BMS Investment Properties, LLC	414 Hodgin Street	194495	.20 acre	Vacant lot	\$20,000.00
BMS Investment Properties, LLC	532 East Farriss Avenue	180298	.23 acre	Vacant lot	\$10,400.00
BMS Investment Properties, LLC	1130 Adams Street	187619	.11 acre	Vacant lot	\$15,378.87

**BUDGET IMPACT:** N/A

**RECOMMENDED ACTION REQUESTED:** City Council is requested to consider the resolutions accepting the three (3) offers described above and authorizing the sale of the properties through the upset bid procedure of N.C.G.S. §160A-269.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL  
AUTHORIZING UPSET BID PROCEDURE FOR THE SALE OF REAL PROPERTY**

**WHEREAS**, the City of High Point (the “City”) owns that certain real property addressed at 414 Hodgin Street and more particularly described as Guilford County REID 194495 and PIN 6799-37-3428, consisting of approximately 8,712 square feet (0.20 acre) (the “Property”);

**WHEREAS**, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the Property;

**WHEREAS**, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made the City Council;

**WHEREAS**, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City-owned real property subject to direction from the City Council and approval by the City Manager;

**WHEREAS**, the City has received an offer to purchase the Property in the amount of twenty thousand dollars (\$20,000.00), submitted by BMS Investment Properties, LLC; and

**WHEREAS**, BMS Investment Properties, LLC has paid the required five percent (5%) bid deposit on the offer.

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

**Section 1.** The City Council authorizes sale of the Property described above through the upset bid procedure authorized by North Carolina General Statute § 160A-269.

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

**Section 3.** Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to (using the form provided by the City) to the City Clerk’s Office within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

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

**Section 5.** A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the property.

**Section 6.** A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in the form of a cashier's check or money order made payable to the City of High Point. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

**Section 7.** The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the property.

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

**Section 9.** If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City's Mayor or Real Estate Coordinator may execute the instrument(s) necessary to convey the property to BMS Investment Properties, LLC.

**Section 10.** This resolution is effective upon adoption.

Adopted by City Council this 23rd day of March, 2026.

CITY OF HIGH POINT

By: \_\_\_\_\_  
Cyril Jefferson, Mayor

Attest: \_\_\_\_\_  
Sandra Keeney, City Clerk

**RESOLUTION OF THE HIGH POINT CITY COUNCIL  
AUTHORIZING UPSET BID PROCEDURE FOR THE SALE OF REAL PROPERTY**

**WHEREAS**, the City of High Point (the “City”) owns that certain real property addressed at 532 East Farriss Avenue and more particularly described as Guilford County REID 180298 and PIN 7801-20-0175, consisting of approximately 10,018 square feet (0.23 acre) (the “Property”);

**WHEREAS**, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the Property;

**WHEREAS**, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made the City Council;

**WHEREAS**, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City-owned real property subject to direction from the City Council and approval by the City Manager;

**WHEREAS**, the City has received an offer to purchase the Property in the amount of ten thousand four hundred dollars (\$10,400.00), submitted by BMS Investment Properties, LLC; and

**WHEREAS**, BMS Investment Properties, LLC has paid the required five percent (5%) bid deposit on the offer.

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

**Section 1.** The City Council authorizes sale of the Property described above through the upset bid procedure authorized by North Carolina General Statute § 160A-269.

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

**Section 3.** Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to (using the form provided by the City) to the City Clerk’s Office within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

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

**Section 5.** A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the property.

**Section 6.** A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in the form of a cashier's check or money order made payable to the City of High Point. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

**Section 7.** The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the property.

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

**Section 9.** If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City's Mayor or Real Estate Coordinator may execute the instrument(s) necessary to convey the property to BMS Investment Properties, LLC.

**Section 10.** This resolution is effective upon adoption.

Adopted by City Council this 23rd day of March, 2026.

CITY OF HIGH POINT

By: \_\_\_\_\_  
Cyril Jefferson, Mayor

Attest: \_\_\_\_\_  
Sandra Keeney, City Clerk

**RESOLUTION OF THE HIGH POINT CITY COUNCIL  
AUTHORIZING UPSET BID PROCEDURE FOR THE SALE OF REAL PROPERTY**

**WHEREAS**, the City of High Point (the “City”) owns that certain real property addressed at 1130 Adams Street and more particularly described as Guilford County REID 187619 and PIN 6890-83-0481, consisting of approximately 4,791 square feet (0.11 acre) (the “Property”);

**WHEREAS**, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the Property;

**WHEREAS**, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made the City Council;

**WHEREAS**, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City-owned real property subject to direction from the City Council and approval by the City Manager;

**WHEREAS**, the City has received an offer to purchase the Property in the amount of fifteen thousand three hundred seventy eight dollars and eighty seven cents (\$15,378.87), submitted by BMS Investment Properties, LLC; and

**WHEREAS**, BMS Investment Properties, LLC has paid the required five percent (5%) bid deposit on the offer.

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

**Section 1.** The City Council authorizes sale of the Property described above through the upset bid procedure authorized by North Carolina General Statute § 160A-269.

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

**Section 3.** Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to (using the form provided by the City) to the City Clerk’s Office within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

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

**Section 5.** A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the property.

**Section 6.** A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in the form of a cashier's check or money order made payable to the City of High Point. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

**Section 7.** The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the property.

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

**Section 9.** If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City's Mayor or Real Estate Coordinator may execute the instrument(s) necessary to convey the property to BMS Investment Properties, LLC.

**Section 10.** This resolution is effective upon adoption.

Adopted by City Council this 23rd day of March, 2026.

CITY OF HIGH POINT

By: \_\_\_\_\_  
Cyril Jefferson, Mayor

Attest: \_\_\_\_\_  
Sandra Keeney, City Clerk