

City of High Point

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



Meeting Agenda

Thursday, December 30, 2021

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Chair

Committee Members:

Michael Holmes

Monica Peters, Mayor Pro Tem

Victor Jones

Jay Wagner, Mayor (Alternate)

FINANCE COMMITTEE - Council Member Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS**[2021-569](#)**Establish Public Hearing - 2021 Edward Byrne Memorial Justice Assistance Grant Funding - JAG**

City Council is requested to establish a public hearing date of Monday, January 18th at 5:30 p.m. for the purpose of receiving public comments on the funding for the 2021 Edward Byrne Memorial Justice Assistance Grant Funding (JAG).

Attachments: [1. Establish Public Hearing January 18, 2022](#) [2021 Edward Byrne Memorial](#)

[2021-570](#)**Contract - Change Order #1 - Breece Enterprises, Inc. - East State Avenue Water & Sewer Phase 2-Replace Manhole**

City Council is requested to approve Change Order #1 with Breece Enterprises, Inc. in the amount of \$74,900.00 for replacement of the manhole, associated sanitary sewer connections, and asphalt resurfacing of the intersection after utility construction is complete and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [1a. Contract Change Order #1-Breece Enterprises Inc. - East State Avenue W](#)

[2021-571](#)**Contract - Furniture Market Transportation Grant Agreement - North Carolina Department of Transportation (NCDOT) - Public Transportation Division**

City Council is requested to approve a grant agreement with the North Carolina Department of Transportation (NCDOT), Public Transportation Division to annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets and that the City Manager be authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation (NCDOT), Public Transportation Division.

Attachments: [2. North Carolina Department of Transportation \(NCDOT\), Public Transportation](#)

[2021-572](#)**Contract-Alfa Laval - Westside Wastewater Treatment Plant - Sludge Dewatering Equipment Procurement**

City Council is requested to award a contract to Alfa Laval in the amount of \$693,168.00 for the pre-purchase of sludge dewatering equipment that will be installed under a future contract that will be put out for bid for the Westside WWTP Sludge Dewatering System Improvements project.

Attachments: [3. Contract - Alfa Laval Westside Wastewater Treatment Plant WWTP Sluc](#)

[2021-573](#)**Contract-Ruston Paving Co.--Oak Hollow Park Paving-Tennis Center/Maintenance Facility/Campground**

City Council is requested to award a contract to Ruston Paving Co. in the amount of \$374,845.00 for the paving of the entrance to the Campground from Centennial Street, all areas surrounding the indoor Tennis Center and the Maintenance facility and Section "C" of the campground.

Attachments: [4. Contract Ruston Paving Co. Oak Hollow Park Paving-Tennis Center-Mainte](#)

[2021-574](#)**Resolution Sale of City Owned Property - 302 & 309 Park Street**

City Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of 302 & 309 Park Street through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Attachments: [5. 302 & 309 Park Street Sale of City Owned Property](#)

[2021-575](#)**Resolution Sale of City Owned Property - 1220 Carter Street**

Council is requested to adopt a resolution accepting the offer of \$7,000.00 and authorizing the sale of 1220 Carter Street through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Attachments: [6. 1220 Carter Street Sale of City Owned Property](#)

ADJOURNMENT

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 1220 CARTER STREET, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a vacant lot consisting of approximately 8,712 square feet (0.20 acre) in size identified as Parcel No. 175164, 1220 Carter Street, High Point, North Carolina (“Property”); and

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

WHEREAS, William Dockery has offered a bid of \$7,000 and paid the amount of \$350.00, the required five percent (5%) deposit on their offer;

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

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

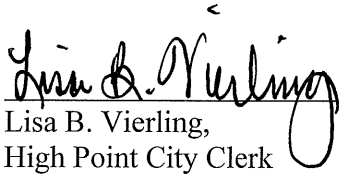
7. The terms of the final sale are that:

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

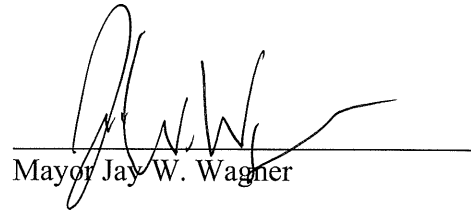
8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

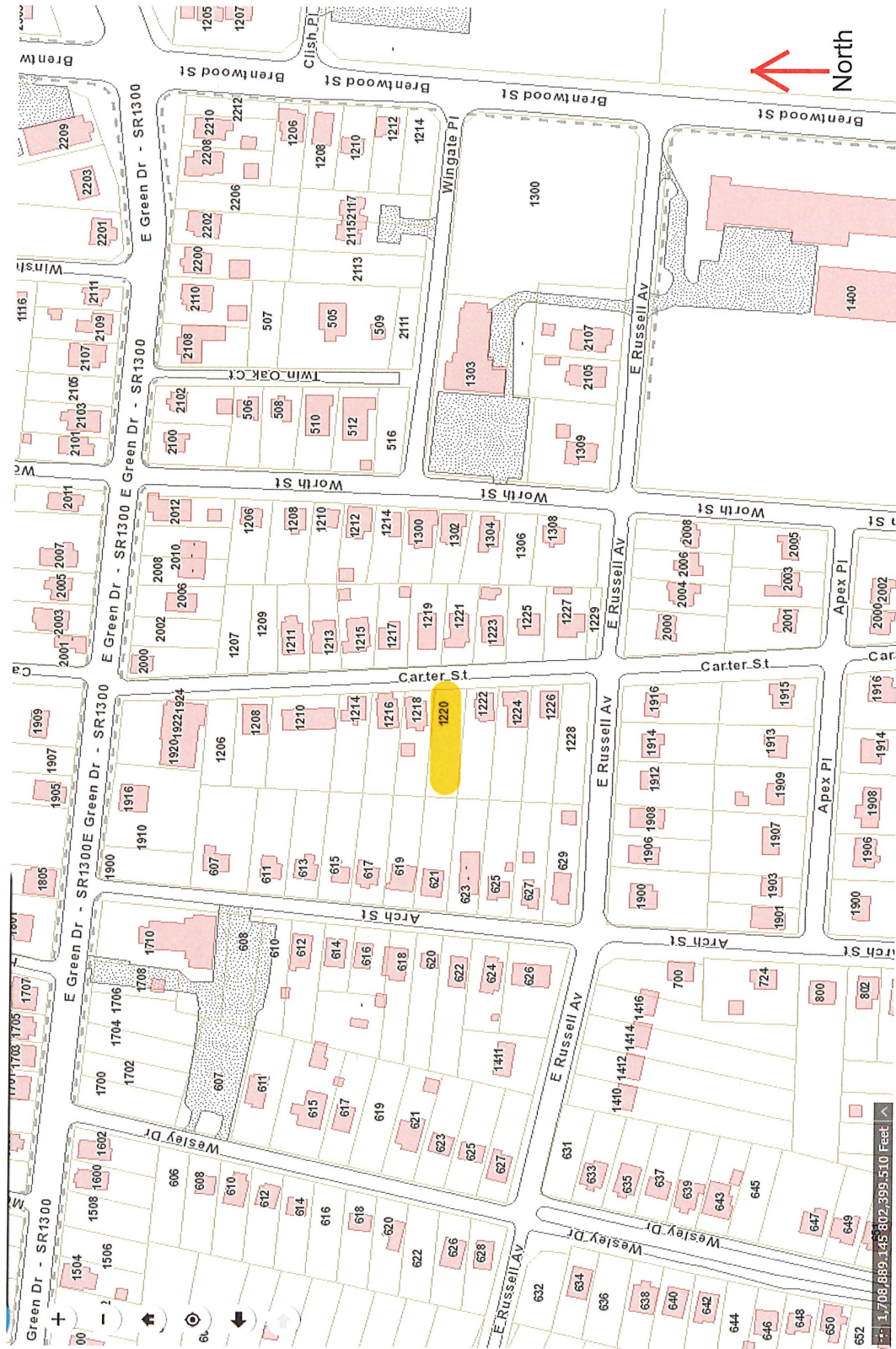
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to William Dockery.

Adopted this the 4th day of January, 2022.


Lisa B. Vierling,
High Point City Clerk




Mayor Jay W. Wagner



Sale of City-Owned Property - 1220 Carter Street

CITY OF HIGH POINT

AGENDA ITEM



Title: Change Order #01 - East State Ave Water and Sewer Contract

From: Trevor Spencer, PE
Engineering Services Director

Meeting Date: January 4, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Change Order Documents

PURPOSE:

The Engineering Services Department recommends approval of change order number 01 for contract 2021-002 East State Avenue Water and Sewer Ph-2. This change order includes all pay items to perform the work to replace an extra depth manhole and associated sanitary sewer connections in the intersection of East State Avenue and Johnson Street. The existing manhole condition was found to be very poor and deteriorated, which was originally installed in 1926. City staff found it prudent to address this maintenance issue under the current contract, rather than impacting traffic and customers under a separate project in the future.

BACKGROUND:

On Tuesday, June 1, 2021 the City of High Point fully executed Contract ENG-2021-002 to Breece Enterprises, Inc. in the amount of \$674,055.00.

A change order proposal in the amount of \$79,400.00 was received from Breece Enterprises, Inc. for replacement of the manhole, associated sanitary sewer connections, and asphalt resurfacing of the intersection after utility construction is complete.

BUDGET IMPACT:

Funds for this contract are available in the FY 2021-2022 budget.

RECOMMENDATION / ACTION REQUESTED:

On behalf of the Public Services Department, the Engineering Services Department recommends approval of the change order and that the appropriate City official and/or employee be authorized to execute all necessary documents to approve the change order in the amount of \$79,400.00 and increase the contract, ENG2021-002, amount to \$753,455.00.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

CHANGE ORDER/SUPPLEMENTAL AGREEMENT

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



CHG. ORDER/SUP. AGREEMENT NO. 01	CONTRACT NO. ENG 2021-002	BID NO. 17-050521	CONTRACT: East State Ave Water and Sewer PH-2
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TO: Breece Enterprises, Inc. High Point, NC
(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
Extend the above-described contract, approve changes for additional work not listed in the original contract and establish the following unit and lump sum price(s): MANHOLE 0-6 FT 1 EACH (EA) @ 6000.00 \$6,000.00 MANHOLE EXTRA DEPTH 10.3 LINEAR FEET (LF) @ 1000.00/LF \$10,300.00 OUTSIDE DROP CONNECTION 2 EA @ 15,000.00/EA \$30,000.00 JOHNSON ST TRAFFIC CONTROL 1 LUMP SUM (LS) @ 3000.00/LS \$3,000.00 BYPASS PUMPING 1 LS @ 4500.00 \$4,500.00 ASPHALT BINDER FOR PLANT MIX 5 TONS (TN) 725.00/TN \$3,625.00 ASPHALT SURFACE COURSE 85 TN @ 135.00/TN \$11,475.00 ASPHALT MILLING 1.5 INCH DEPTH 750 SQUARE YARDS (SY) @ 10.00/SY \$7,500.00 RESURFACING TRAFFIC CONTROL JOHNSON ST 1 LS @ \$3000.00/LS \$3,000.00 Net Change in Contract Price: \$79,400.00		
Justification and reason for change: Items needed to perform the Work and unit pricing was not included in the original contract. Due to the depth of the sanitary sewer main a new manhole with outside drops is needed in the intersection of East State Ave and Johnson Street.		

Lawson Account Number: 421779 533701 421001012805 40201 \$376,727.50

Lawson Account Number: 421779 533701 421001010205 40201 \$376,727.50

Previous Contract Total: \$674,055.00

The contract total including this, and previous Change Orders/Supplement Agreements will be revised to \$753,455.00

Revised completion date: No Change

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

Requested By: Benny Daul 11/1/2021
(Construction Contracts Administrator) (Date)

Recommended: Tommy Brown 11/1/2021
(Engineering Services Director) (Date)

Accepted: [Signature] 11/1/21
(Breece Enterprises, Inc.) (Date)

Approved: _____ (Date)
(City of High Point)

Approved: _____ (Date)
(Finance Department)





UNDERGROUND UTILITY CONSTRUCTION
HIGH POINT, NC • Est. 1985

631 OLD THOMASVILLE RD
HIGH POINT, NC 27260
PHONE: 336-841-0889 FAX: 3368410847

10/28/2021
EAST STATE AVE
SEWER TIE IN AT JOHNSON ST

MR. BENNY DEEL
CITY OF HIGH POINT
P.O. BOX 230
HIGH POINT, NC 27261

OPTION 1: REPLACE MH-5 WITH TWO OUTSIDE DROP CONNECTIONS

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
061170	MANHOLE 0-6	1	EA	6,000.00	6,000.00
061220	MANHOLE EXTRTA DEPTH	10.3	LF	1,000.00	10,300.00
	OUTSIDE DROP CONNECTION	2	EA	15,000.00	30,000.00
	JOHNSON STREET TRAFFIC CONTROL	1	LS	3,000.00	3,000.00
	BYPASS PUMPING	1	LS	4,500.00	4,500.00
20020	ASPHALT BINDER FOR PLANT MIX	5	TN	725.00	3,625.00
20065	ASPHALT SURFACE COURSE	85	TN	135.00	11,475.00
20210	MILLING ASPHALT 1.5 INCH DEPTH	750	SY	10.00	7,500.00
	JOHNSON STREET RESURFACING TRAFFIC CONTROL	1	LS	3,000.00	3,000.00
TOTAL					\$ 79,400.00

[Signature]
11/1/21

AFFP
NOTICE OF NEGOTIATED OFFER TO

Affidavit of Publication

STATE OF NC }
COUNTY OF GUILFORD } SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

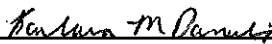
January 07, 2022

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

SIGNED:


Billing Clerk

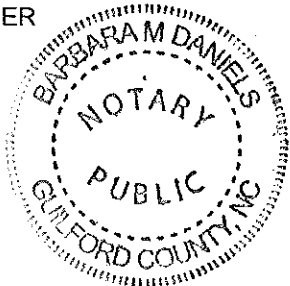
Subscribed to and sworn to me this 7th day of January 2022.


Barbara M Daniels, Notary, Guilford County, NC

My commission expires: February 01, 2022

00002253 70262981

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



NOTICE OF NEGOTIATED OFFER TO PURCHASE PROPERTY BY THE CITY OF HIGH POINT IN ACCORDANCE WITH N.C.G.S. 160A-269

Please take notice that on the 4th day of January, 2022 the High Point City Council approved to sell property owned by the City of High Point ("City") particularly described as follows:

Being a vacant lot located at 1220 Carter Street (Parcel No. 175164) consisting of 8,712 square feet (0.20 ac).

The terms and conditions are such that:

The City is in receipt of a negotiated proposal/bid to purchase the above-described property for the sum of \$7,000, and said bidder has placed the required deposit of five (5%) percent of said bid offer with the City Clerk as by law provided; and

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

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

Lisa B. Vierling
High Point City Clerk
(336) 883-3536

Jan. 7, 2022

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

MAIL TO: Grantee: 1600 E. Wendover Ave., Suite P, Greensboro, NC 27405

NORTH CAROLINA

DEED OF CORRECTION

GUILFORD COUNTY

THIS DEED OF CORRECTION, made and entered into this ____ day of _____, 2022, by and between **CITY OF HIGH POINT**, (P O Box 230, High Point, NC 27261), hereinafter referred to as Grantor, and the **AMERICAN PROPERTY SERVICES, CO.**, (1600 E. Wendover Ave., Suite P, Greensboro, NC 27405) hereinafter referred to as Grantee.

WITNESSETH:

THAT WHEREAS, said Grantor heretofore executed to Grantee a certain Deed recorded on January 31, 2022 in Book 8574 Page 550 in the Office of the Register of Deeds of Guilford County; and whereas, by mistake said deed did not have the correct legal description of the lands conveyed and has here been corrected;

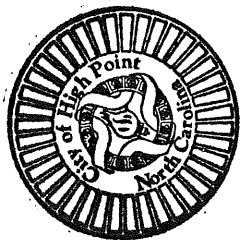
NOW, THEREFORE, said Grantor, for the purpose of correcting said error and in consideration of the sum of One Dollar (\$1.00) to it paid by the Grantee, the receipt of which is hereby acknowledged, does grant unto the Grantee, its successors and assigns, all right, title and interest which it has in and to the tracts or parcels of land in the County of Guilford, State of North Carolina, High Point Township, and more particularly bounded and described as follows:

FOR A COMPLETE DESCRIPTION SEE EXHIBIT "A" ATTACHED
HERTO AND INCORPORATED HEREIN BY REFERENCE

The properties containing the area described in Exhibit "A" were acquired by the Grantor by instrument recordings in deeds recorded in Book 8516, Page 607 and Deed Book 8516, Page 609 of the Guilford County Registry.

IN WITNESS WHEREOF, the Grantor has set their hand the day year first above written.

CITY OF HIGH POINT



By:

A handwritten signature in black ink, appearing to read 'Jay W. Wagner', written over a horizontal line.

Jay W. Wagner
Mayor of the City of High Point

Attest:

A handwritten signature in black ink, appearing to read 'Lisa B. Vierling', written over a horizontal line.

Lisa B. Vierling
City Clerk

NORTH CAROLINA
GUILFORD COUNTY

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

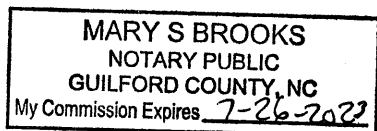
WITNESS my hand and official seal, this the 28th day of February, 2022.

A handwritten signature in black ink, appearing to read 'Mary S. Brooks', written over a horizontal line.

Notary Public

My commission expires:

July 26, 2023



"Exhibit A"

Tax Parcel # 175322 Address: 302 Park St., High Point, NC

Being all of Lot 10 in Block 2 on the map of Snow Park of the People's Realty Co. land as recorded in Plat Book 2, Page 98, in the office of the Register of Deeds of Guilford County, North Carolina.

Tax Parcel # 175349 Address: 309 Park St., High Point, NC

Being all of Lot 14 of Block 4 of Snow Park of the People's Realty Co. land a plat of which is duly recorded in Plat Book 2 at Page 98 in the Office of the Register of Deeds of Guilford County, North Carolina.

CITY OF HIGH POINT

AGENDA ITEM



Title: Oak Hollow Park Paving

From: Lee Tillery –Parks and Recreation Director
Trevor Spencer, Engineering Services Director

Meeting Date: January 4, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Bid Tabulation
Department Recommendation Form

PURPOSE:

The paving and resurfacing of select areas at the Oak Hollow Tennis Center, Maintenance Facility and Campground.

BACKGROUND:

Our Department began the process of identifying areas with our infrastructure that are in need of resurfacing and/or paving just over five years ago. This project focuses on paving areas in need of repair at Oak Hollow that include the entrance to the Campground from Centennial, all areas surrounding the indoor Tennis Center and Maintenance facility and Section “C” of the campground. These areas are showing signs of deterioration, while still being areas of high use with vehicular traffic, public usage and maintenance equipment. Bid 8016-120821 is attached and lowest, responsible bidder was Ruston Paving Co, Inc. at a price of \$374,845.00.

BUDGET IMPACT:

Base bid amount of \$374,845.00. Funding from the PAYGO Capital Improvement Plan.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends Council approve the contract with Ruston Paving Co, Inc.

Bid Tabulation

City of High Point, North Carolina
Parks and Recreation Resurfacing Oak Hollow Campground
Bid 8016-120821 / Wednesday, 12/08/21 2:00 PM

Contractor	Addendum	Bid Bond	Proposal Form	MWBE Forms	Base Bid / Alt. 1 / Alt. 2
Ruston Paving Co. Inc.	Yes	Yes	Yes	Yes	\$374,845.00 / \$39,520.00 / \$124,443.00
Hanes Construction Co.	Yes	Yes	Yes	No	\$459,854.00 / \$54,189.60 / \$141,759.60

AFFP
NOTICE OF NEGOTIATED OFFER TO

Affidavit of Publication

STATE OF NC }
COUNTY OF GUILFORD } SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 07, 2022

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

SIGNED:

Kimberly Cook
Billing Clerk

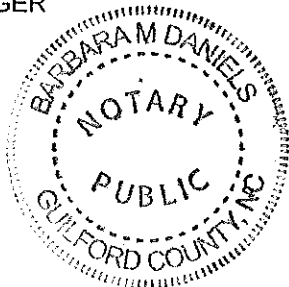
Subscribed to and sworn to me this 7th day of January 2022.

Barbara M Daniels
Barbara M Daniels, Notary, Guilford County, NC

My commission expires: February 01, 2022

00002253 70262977

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



NOTICE OF NEGOTIATED OFFER TO PURCHASE PROPERTY BY THE CITY OF HIGH POINT IN ACCORDANCE WITH N.C.G.S. 160A-269

Please take notice that on the 4th day of January, 2022 the High Point City Council approved to sell property owned by the City of High Point ("City") particularly described as follows:

Being two vacant lots located at 302 Park Street (Parcel No. 175322) consisting of 8,712 square feet (0.20 ac) and 309 Park Street (Parcel No. 175349), consisting of 9,147 square feet (0.21 ac.).

The terms and conditions are such that:

The City is in receipt of a negotiated proposal/bid to purchase the above-described properties for the sum of \$10,000, and said bidder has placed the required deposit of five (5%) percent of said bid offer with the City Clerk as by law provided; and

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

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

Lisa B. Vierling
High Point City Clerk
(336) 883-3536

Jan. 7, 2022

CITY OF HIGH POINT

AGENDA ITEM



Title: Furniture Market Transportation Grant Agreement

From: Mark McDonald, P.E., Transportation Director **Meeting Date:** January 4, 2022

Public Hearing: N/A **Advertising Date /**
Advertised By: N/A

Attachments: A. Award Letter
B. Authorizing Resolution

PURPOSE:

The grant agreement provides \$1,200,000 in funding to assist with Furniture Market transportation services.

BACKGROUND:

The North Carolina Department of Transportation, Public Transportation Division annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets.

BUDGET IMPACT:

This item is a pass-through item and has a neutral impact on the City's budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the City Manager be authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 16, 2021

Mr. Greg Demko, City Manager
City of High Point
P. O. Box 230
High Point, North Carolina 27261

RE: FY22 Demonstration Grant Program
Project No.: 22-DG-113
WBS Element No.: 36223.3.14.2
Period of Performance: 7/1/202021 – 6/30/202022

Dear Mr. Demko:

On March 4, 2021, the Board of Transportation approved your organization's request for an FY22 Demonstration Grant in the amount of \$1,200,000. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: 919-707-2600
Fax: 919-733-1391
Customer Service: 1-877-368-4968

Website : www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

RESOLUTION
AUTHORIZING THE CITY OF HIGH POINT
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by _____ (***name and title***) and
seconded by _____ (***name and title***) for adoption
of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of
Transportation to assist in the funding of **transportation services for the biennial
Furniture Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **up to
\$1,400,000** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to
enter into a contract with the Department of Transportation and execute all agreements
and contracts with the North Carolina Department of Transportation, Public
Transportation Division.

.....

I, **Lisa Vierling, City Clerk** do hereby certify that the above is a true and correct copy of
an excerpt for the minutes of a meeting of the **High Point City Council** duly held on the
4th day of **January, 2022**.

Signature of Certifying Official

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Sale of City Owned Property – 302 and 309 Park Street

From: JoAnne Carlyle, City Attorney
Public Hearing: Not Required
Attachments: Resolution Map

Meeting Date: Tuesday, January 4, 2022

Advertising Date: N/A

Advertised By: N/A

Purpose/Background:

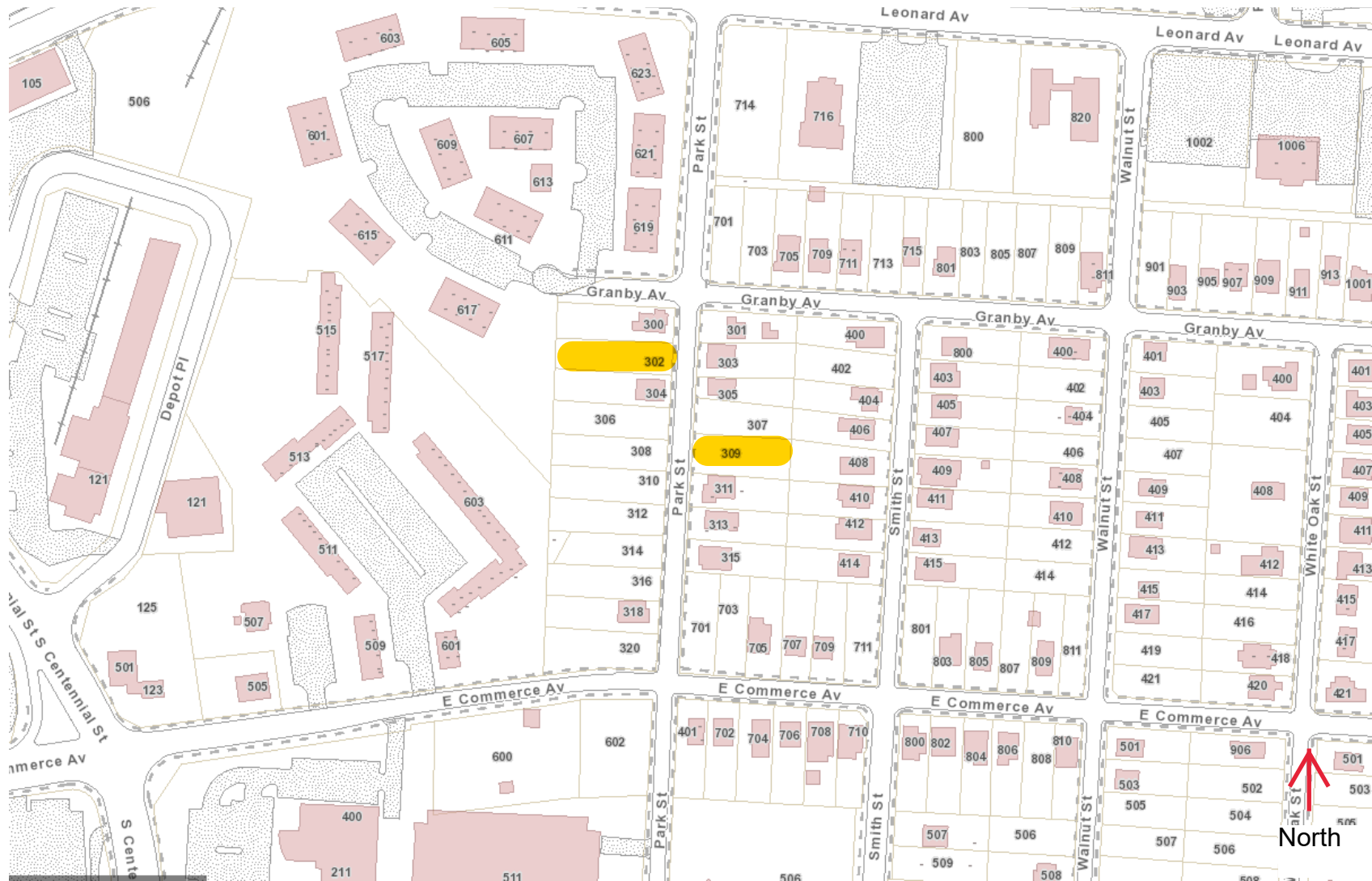
American Property Services, Co. has offered a bid of \$10,000.00 for two City owned vacant lots (1) located at 302 Park Street, Parcel No. 175322, consisting of approximately 8,712 square feet (0.20 acre) in size, and (2) located at 309 Park Street, Parcel No. 175349, consisting of approximately 9,147 feet (0.21 acre) in size. The properties were received by the City in 2021 from a tax foreclosure.

Budget Impact:

N/A

Recommendation/Action Requested:

Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of the properties through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.



Sale of City-Owned Property - 302 & 309 Park Street

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 302 AND 309 PARK STREET, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a two vacant lots: (1) consisting of approximately 8,712 square feet (0.20 acre) in size identified as Parcel No. 175322, 302 Park Street, and (2) consisting of approximately 9,147 square feet (.21 acre) in size identified as Parcel No. 175349, 309 Park Street, High Point, North Carolina (“Properties”); and

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

WHEREAS, American Property Services, Co. has offered a bid of \$10,000 for the Properties and paid the amount of \$500.00, the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

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

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

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

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

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

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

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

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the properties to American Property Services, Co.

Adopted this the 4th day of January, 2022.

Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Westside WWTP Sludge Dewatering Equipment Procurement
Alfa Laval

From: Robby Stone – Deputy Public Services Director
Derrick Boone – Asst. Public Services Director

Meeting Date: January 4, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A- Letter of Recommendation, Bid #07-102821

PURPOSE:

To pre-purchase sludge dewatering equipment that will be installed under a future contract that will be put out for bid for the Westside WWTP Sludge Dewatering System Improvements project.

BACKGROUND:

The current dewatering equipment at the Westside WWTP was last renovated in the mid-1990's. There have been ongoing maintenance problems with the dewatering equipment which is approaching the end of its useful life. The existing dewatering equipment consists of a single centrifuge, polymer feed system, sludge conveyor, truck loading system, and an undersized odor control system. The City currently dewateres the Westside sludge and trucks it to the Eastside WWTP incinerator system for disposal.

On October 1, 2021, the Purchasing Division released for bids the Westside WWTP Sludge Dewatering Equipment Procurement project which included the pre-purchase of a centrifuge, polymer feed system, and an inclined screw conveyor. A total of four (4) bids were received and the lowest responsive responsible bidder is Alfa Laval in the amount of \$693,168.

The engineer's cost estimate of the sludge dewatering equipment was \$760,000.

BUDGET IMPACT:

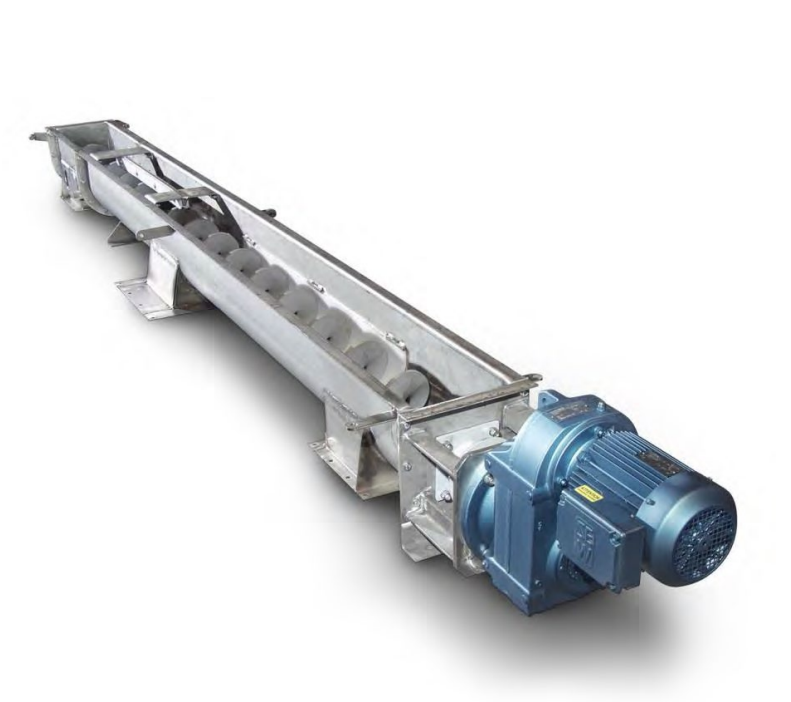
Funds for this project are available in the 2021/2022 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks for the Council to award the contract to Alfa Laval in the amount of \$693,168.



Alfa Laval Centrifuge- ALDEC 105 Centrifuge



KWS Shaftless Screw Conveyor



Polymer Feed System



Variable Frequency Drive



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



Stantec Consulting Services Inc.
One West Fourth Street Suite 820, Winston-Salem NC 27101-3818

December 9, 2021
File: 175513001

Attention: Mr. Derrick Boone, Assistant Director of Public Services
City of High Point, PO Box 230, High Point, NC 27261

Dear Mr. Boone,

**Reference: Westside WWTP Sludge Dewatering Equipment Procurement,
Letter of Recommendation, BID #07-102821**

The Advertisement for Bids for the Westside WWTP Sludge Dewatering Equipment Procurement project requested sealed bids be received by 2:00 PM on Thursday, October 28, 2022. Four Sludge Dewatering Equipment Suppliers presented bids at this time and the bids were opened and publicly read aloud. The bid results are summarized as follows:

Bidder	Acknowledged Addenda 1R?	Bid Amount		Base Bid Manufacturer
		Item 1 – Equipment Procurement	Item 2 – Temporary Equipment Storage	
GEA Group AG	Yes	\$591,000.00	\$10,000/month	Polymer – Velo-Blend Centrifuge – GEA Group AG Conveyor – JDV Equipment Corp
Alfa Laval	Yes	\$693,168.00	\$800/month	Polymer – Velo-Blend Centrifuge – ALDEC 105 Conveyor – KWS Mfg. Co.
Andritz Separation Technologies	Yes	\$714,000.00	\$400/month	Polymer – UGSI DynaBlend Centrifuge – Andritz D6LX Conveyor – Spirac
Centrisys/CNP	Yes	\$995,100.00	\$1,200/month	Polymer – Velo-Blend Centrifuge – Andritz D6LX Conveyor – KWS Mfg. Co.

Evaluation of the four bid packages by Stantec included review of the procurement submittals, list of base bid manufacturers, specification deviations, and additional terms and conditions submitted by the Bidders. An abundance of irregularities were found in the Bids. A comparison of the bid review comments for the four original bids is found in Attachment A. In accordance with the Notice to Bidders, the City of High Point may choose to waive irregularities and informalities and negotiate a Contract Agreement with the lowest, qualified, responsible, responsive Bidder.

December 9, 2021

Mr. Derrick Boone, Assistant Director of Public Services

Page 2 of 2

Reference: Westside WWTP Sludge Dewatering Equipment Procurement, Letter of Recommendation, BID #07-102821

Submitting a bid price of \$591,000.00, the apparent successful Bidder for the Westside WWTP Sludge Dewatering Equipment Procurement project is GEA. As such, the City entered into negotiations with GEA on November 23, 2021, to resolve irregularities in the bid and to reject, modify, or accept GEA's additional terms and conditions. GEA was given the opportunity to modify their Bid per the review comments provided during that meeting. On December 3, 2021, GEA submitted a revised Bid that failed to conform with review comments. In a letter dated December 6, 2021, the City informed that GEA and the City of High Point were unable to reach an agreement regarding the terms and conditions of Bid 07-102821 Westside WWTP Sludge Dewatering Equipment, and that the City would negotiate with the next low bidder.

Submitting a bid price of \$693,168.00, the next lowest Bidder for the Westside WWTP Sludge Dewatering Equipment Procurement project is Alfa Laval. The City similarly entered into negotiations with Alfa Laval to resolve irregularities in their bid. Alfa Laval modified and resubmitted their Bid in general conformance with review comments. Alfa Laval is a reputable centrifuge manufacturer and equipment supplier and has successfully provided high-solids centrifuges, polymer systems and conveyors for similar applications. Based on the evaluation of their revised Bid package, we see no reason why the contract for the Westside WWTP Sludge Dewatering Equipment Procurement project should not be awarded to Alfa Laval.

Please do not hesitate to contact me if you have any questions about this recommendation.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, appearing to read "Linda Pass", with a long horizontal flourish extending to the right.

Linda Pass, PE

Principal

704-488-2171

Linda.Pass@stantec.com

Attachment: Attachment A – Original Bid Review Comments

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ATTACHMENT A

Original Bid Review Comments

BID OPENING 10/28/2021

BID OPENING 10/28/2021										
	MFBS CONTACT		LOCAL REP	BID	MFRS CONTACT	BID	MFRS CONTACT	LOCAL REP	BID	
	BIDDER / SUPPLIER	EQUIPMENT PRICE								
UNIT PRICE FOR EQUIPMENT STORAGE	BIDDER / SUPPLIER		EQUIPMENT PRICE		BIDDER / SUPPLIER		EQUIPMENT PRICE		BIDDER / SUPPLIER	
PROCUREMENT SUBMITTALS	BIDDER / SUPPLIER		EQUIPMENT PRICE		BIDDER / SUPPLIER		EQUIPMENT PRICE		BIDDER / SUPPLIER	
Manufacturer's Performance Affidavit for Guaranteed Performance Requirements	Spec Section		See 01300-1.6.A		YES		YES		Submitted O&M manual & Brochure	
	See 01300-1.6.B				Not provided		Not provided		None	
	See 01300-1.6.C				YES		YES		YES	
Centrifuge Extended Warranty 18 mo following installation	See 01300-1.6.D & 11526-1.14		Provided Extended Warranty for the centrifuge on page 30 of 146 of the submittal		Not provided		Provided 12 mo / 18 mo		Provided 12 mo / 18 mo	
24 mo following delivery	See 01300-1.6.D & 11526-1.13		YES		Not provided		Not provided		None	
Abrasion Protection System Warranty	See 01300-1.6.F		Illegible		Not provided		Not provided		None	
Layout Drawings	See 01300-1.6.G & H		Partial		Not provided		Not provided		None	
Design Data Sheets (drives, motors, bearings, vibration isolation system w/calcs, PIDs, Spare parts)	See 01300-1.6.I		YES		Not provided		Not provided		None	
Bill of Materials	---		---		Includes 45 days of temporary storage		YES		YES	
Other	---		---		Includes 45 days of temporary storage		YES		YES	
BASE BID MANUFACTURER	--- <th colspan="2">---<th colspan="2">GEA Prime 6000</th><th colspan="2">ALDEC 10S Centrifuge</th><th colspan="2">NONE CIRCLED</th></th>		--- <th colspan="2">GEA Prime 6000</th> <th colspan="2">ALDEC 10S Centrifuge</th> <th colspan="2">NONE CIRCLED</th>		GEA Prime 6000		ALDEC 10S Centrifuge		NONE CIRCLED	
Centrifuge Model No.	---		---		Velocity Dynamics Velo-Blend		Velocity Dynamics Velo-Blend		Andritz D6LX	
Polymer Equipment	---		---		KWS Manufacturing Company, Ltd		KWS Manufacturing Corp		UGSI Chemical Feed DynaBlend Spirac	
Conveyor Equipment	---		---		KWS Manufacturing Company, Ltd		KWS Manufacturing Corp		UGSI Chemical Feed DynaBlend Spirac	
CENTRIFUGE SPECIFICATIONS	--- <th colspan="2">---<th colspan="2">Not provided<th colspan="2">Not provided<th colspan="2">Not provided</th></th></th></th>		--- <th colspan="2">Not provided<th colspan="2">Not provided<th colspan="2">Not provided</th></th></th>		Not provided <th colspan="2">Not provided<th colspan="2">Not provided</th></th>		Not provided <th colspan="2">Not provided</th>		Not provided	
Minimum Bowl Diameter	21 inches		---		Not provided		Not provided		Not provided	
G-Force	---		---		Not provided		Not provided		Not provided	
Length x W x H	---		---		Not provided		Not provided		Not provided	
Main Drive / VFD	---		---		Not provided		Not provided		Not provided	
Scroll Drive / VFD	---		---		Not provided		Not provided		Not provided	
Control Panel / Power Panel	---		---		Not provided		Not provided		Not provided	
PLC	---		---		Not provided		Not provided		Not provided	
LCCP	---		---		Not provided		Not provided		Not provided	
Spare Parts	---		---		Not provided		Not provided		Not provided	
Lubrication	---		---		Not provided		Not provided		Not provided	
Bearings	---		---		Not provided		Not provided		Not provided	
Installation & Testing 10 days	---		---		Not provided		Not provided		Not provided	
Startup & Training 2 days	---		---		Not provided		Not provided		Not provided	
Warranty Service 2 days	---		---		Not provided		Not provided		Not provided	
Testing & Startup Services	---		---		Not provided		Not provided		Not provided	
Power run through	---		---		Not provided		Not provided		Not provided	
Other Exceptions to the Specifications	---		---		Not provided		Not provided		Not provided	
TERMS AND CONDITIONS	--- <th colspan="2">---<th colspan="2">Not provided<th colspan="2">Not provided<th colspan="2">Not provided</th></th></th></th>		--- <th colspan="2">Not provided<th colspan="2">Not provided<th colspan="2">Not provided</th></th></th>		Not provided <th colspan="2">Not provided<th colspan="2">Not provided</th></th>		Not provided <th colspan="2">Not provided</th>		Not provided	
Milestone #1 - shop dwg submittal	---		---		Not provided		Not provided		Not provided	
Milestone #2 - response to comments	---		---		Not provided		Not provided		Not provided	
Milestone #3 - equip delivery	---		---		Not provided		Not provided		Not provided	
LD's	---		---		Not provided		Not provided		Not provided	
PAYMENT TERMS	--- <th colspan="2">---<th colspan="2">Not provided<th colspan="2">Not provided<th colspan="2">Not provided</th></th></th></th>		--- <th colspan="2">Not provided<th colspan="2">Not provided<th colspan="2">Not provided</th></th></th>		Not provided <th colspan="2">Not provided<th colspan="2">Not provided</th></th>		Not provided <th colspan="2">Not provided</th>		Not provided	
SD Submittals 5%, O&M 5%, Delivery 65%, commissioning 20%, spare parts 5%	---		---		Not provided		Not provided		Not provided	
Covid/Supply Chain Statement	---		---		Not provided		Not provided		Not provided	

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Sale of City Owned Property – 1220 Carter Street

From: JoAnne Carlyle, City Attorney

Meeting Date: Tuesday, January 4, 2022

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution
Map

Purpose/Background:

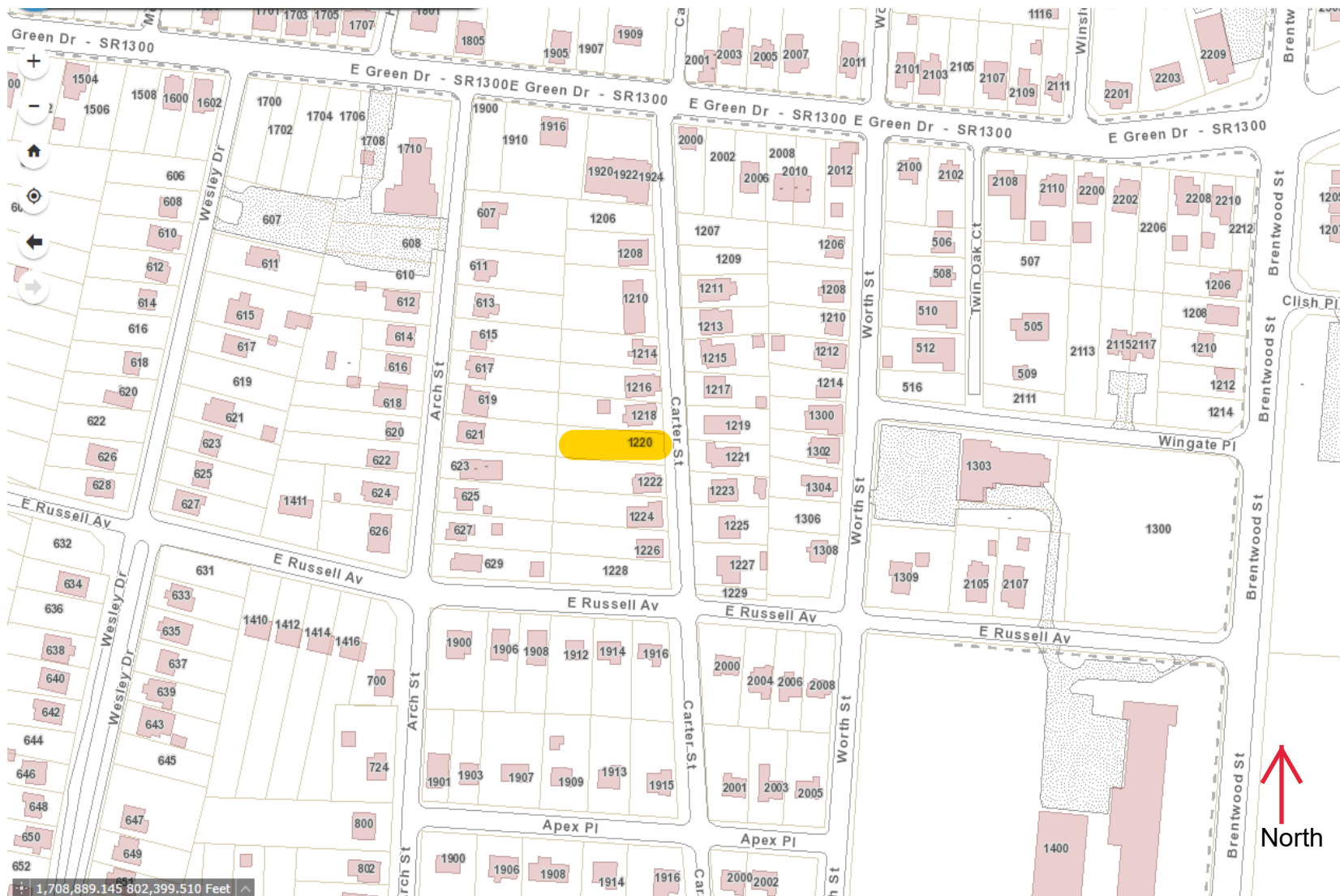
William Dockery has offered a bid of \$7,000.00 for a City owned vacant lot located at 1220 Carter Street, Parcel No. 175164. The property is approximately 8,712 square feet (0.20 acre) in size. The property was received by the City in 2020 from a tax foreclosure.

Budget Impact:

N/A

Recommendation/Action Requested:

Council is requested to adopt a resolution accepting the offer of \$7,000.00 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.



Sale of City-Owned Property - 1220 Carter Street

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 1220 CARTER STREET, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a vacant lot consisting of approximately 8,712 square feet (0.20 acre) in size identified as Parcel No. 175164, 1220 Carter Street, High Point, North Carolina (“Property”); and

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

WHEREAS, William Dockery has offered a bid of \$7,000 and paid the amount of \$350.00, the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

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

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

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

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

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

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

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

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

Adopted this the 4th day of January, 2022.

Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 302 AND 309 PARK STREET, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a two vacant lots: (1) consisting of approximately 8,712 square feet (0.20 acre) in size identified as Parcel No. 175322, 302 Park Street, and (2) consisting of approximately 9,147 square feet (.21 acre) in size identified as Parcel No. 175349, 309 Park Street, High Point, North Carolina (“Properties”); and

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

WHEREAS, American Property Services, Co. has offered a bid of \$10,000 for the Properties and paid the amount of \$500.00, the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

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

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

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

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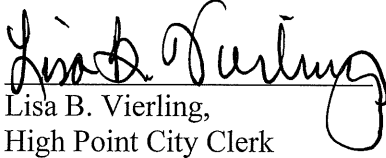
7. The terms of the final sale are that:

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- the buyer must pay with cash at the time of closing.

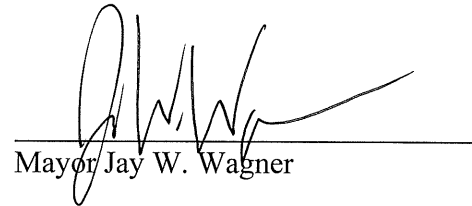
8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

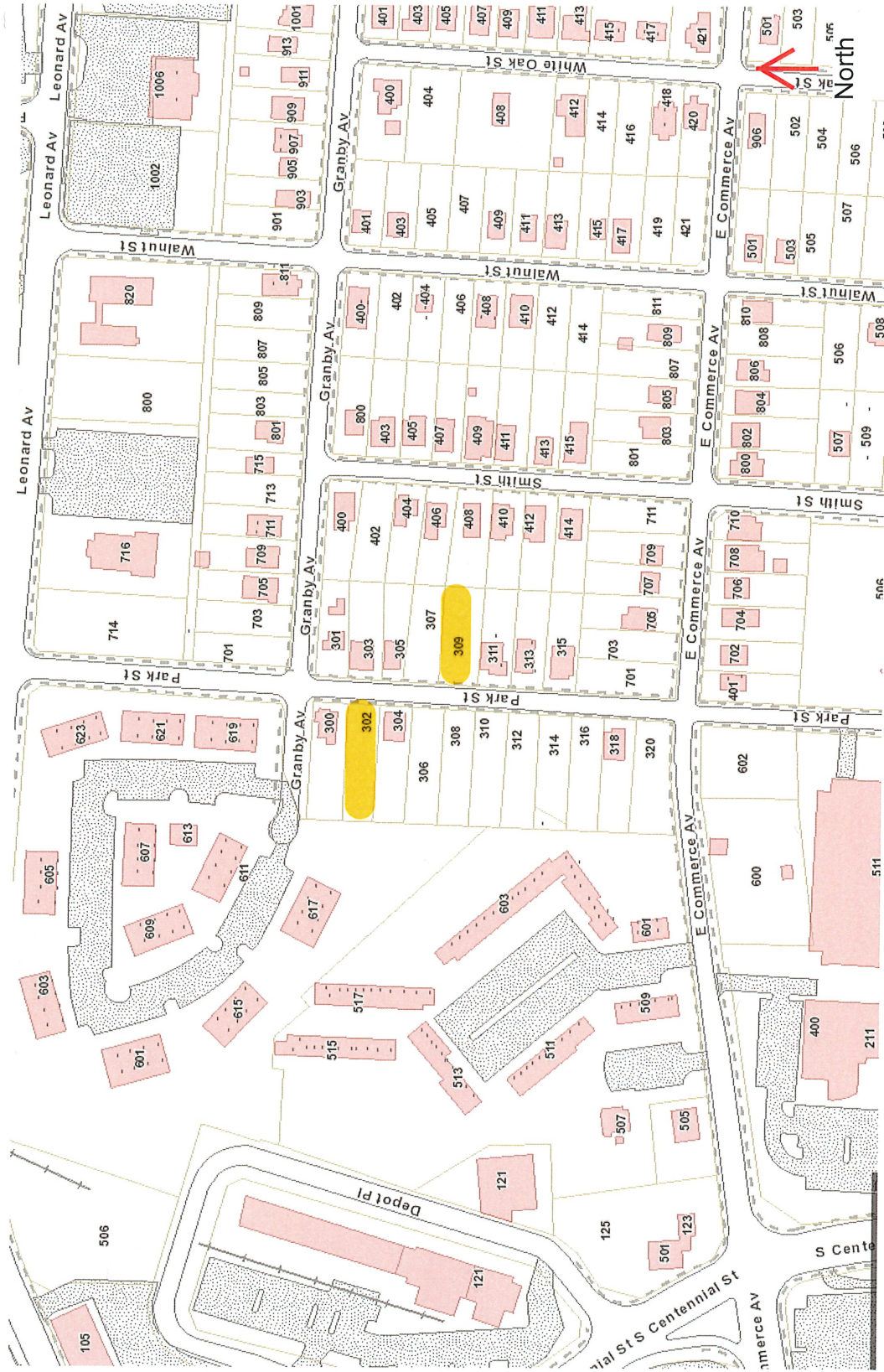
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the properties to American Property Services, Co.

Adopted this the 4th day of January, 2022.


Lisa B. Vierling,
High Point City Clerk




Mayor Jay W. Wagner



Sale of City-Owned Property - 302 & 309 Park Street