

City of High Point

*Britt Moore, Chair
Jason, Ewing, Wesley Hudson
Victor Jones*



Meeting Agenda

Thursday, May 2, 2019

3:00 PM

3rd Floor Conference Room

Finance Committee

*Britt Moore, Chair
Jason, Ewing, Wesley Hudson
Victor Jones*

FINANCE COMMITTEE - Council Member Britt W. Moore, Chair

- [2019-176](#) Resolution - Declaration of Surplus for Police Canine - Jax
Council is requested to adopt a resolution declaring Police Canine Jax as surplus and authorize the disposition of the dog to a private party for non-police related purposes.
Attachments: [1.Resolution - Sale of Canine Jax](#)
- [2019-179](#) Agreement - NCDOT Municipal Agreement - Ogden Street Railroad Crossing Improvements
Council is requested to approve a municipal agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$400,000 for railroad crossing improvements on Ogden Street. The proposed agreement offers Federal funding for 90% of eligible costs with the City covering the remaining 10% plus any ineligible expenses.
Attachments: [2.NCDOT - Municipal Agreement Ogden St Railroad Crossing Improvements](#)
- [2019-180](#) Contract - Powerphone Call Handling Process Software
Council is requested to award a sole source contract to Powerphone for the purchase of Powerphone Call Taking Solution Software in the amount of \$120,784.00. The NC911 Board will fund \$85,300.00 of the cost to purchase this software.
Attachments: [3.Powerphone Call Processing](#)
- [2019-181](#) Contract - WESCO Distribution, Inc. - Switchgear for Various Electric Projects
Council is requested to award a contract to WESCO Distribution Inc. in the amount of \$1,509,482.11 to purchase switchgear for various electric projects and replenish warehouse stock.
Attachments: [4.Contract - Switchgear - Various Projects \(2\)](#)
- [2019-182](#) Contract - Precision Safe Sidewalks - Removal of Sidewalk Trip Hazards
Council is requested to award a sole source contract to Precision Safe Sidewalks LLC in the amount of \$51,962.00 for the annual removal, replacement or repair of identified city-maintained sidewalks.
Attachments: [5.Sole Source Contract - Precision Safe Sidewalk](#)
- [2019-183](#) Contract - CMI Roadbuilding Inc. - Kersey Valley Landfill - Trashmaster Wheel Replacements
Council is requested to award a sole source contract to CMI Roadbuilding Inc. in the amount of \$54,937.50 for the purchase of replacement wheels and cleats for the Trashmaster Compactor purchased in 2016.
Attachments: [6.Sole Source Contract - CMI Roadbuilding -Trashmaster Wheels](#)
- [2019-184](#) Contract - Wharton-Smith Inc - Eastside WWTP - Change Order 8
Council is requested to approve a Change Order to Wharton-Smith Inc.

contract in the amount of \$550,000 for additional repairs and replacement of equipment identified during the Eastside WWTP Solids Handling Improvements project.

Attachments: [7.Change Order 8 Whartonsmith - Eastside WWTP](#)

[2019-185](#)

Contract - Garney Construction - CMAR - Catalyst Project - Elm Street - Change Order 2

Council is requested to approve a Change Order to the Garney Construction contract in the amount of \$3,867,682.18 to perform the water, sewer and stormwater improvements on West English Road, Lindsay Street, Lindsay Place and owner contingency items for the Elm Street construction.

Attachments: [8.Garney Companies -CMAR - Change Order 2](#)

[2019-186](#)

Purchase of Property - 3314 E. Martin Luther King, Jr. Drive

Council is requested to authorize the City Attorney's office to proceed with the purchase of property located at 3314 E. Martin Luther King, Jr., Drive for future expansion of the City's Traffic Services and Fleet Service Center.

Attachments: [9.Purchase of Property - 3314 Martin Luther King](#)

[2019-187](#)

Resolution -Condemnation - 3933 Tanglebrook Road

The City Attorney recommends adoption of the Resolution authorizing the Finance Director to issue a draft in the amount of \$4,600.00 to the Clerk of Superior Court and authorizing the City Attorney give a 30-day Notice of Condemnation to the property owner of 3933 Tanglebrook Road, and to file the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the needed easement following the 30-day notice period.

Attachments: [9a.Condemnation - Tanglebrook](#)

[2019-188](#)

Authorize Write-off Delinquent Utilities Accounts Receivables

Council is requested to authorize the Financial Services Director to write off delinquent utilities' receivables in the amount of \$959,441 remaining from fiscal year 2014-2015.

Attachments: [10.Delinquent Utility Write - Off - FY 2014-2015](#)

[2019-189](#)

Authorize Write-off of Delinquent Miscellaneous Accounts Receivables

City Council is requested to authorize the Financial Services Director to write-off \$36,169 for prior years' original billings through the fiscal year 2014-2015: Landfill fees \$24,162, Returned checks \$863, Transportation Grant \$6,597, Showroom License \$4,097 for a total of \$36,169.00.

Attachments: [11.Misc Accounts Receivables - Writeoffs 2019](#)

[2019-190](#)

Authorize - Issuance of Series 2019 Combined Enterprise System Revenue Bonds

Council is requested to approve the attached "Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not To Exceed

\$54,500,000 Combined Enterprise System Revenue Bonds, Series 2019 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

Attachments: [12.Enterprise System Revenue Bonds Bonds Series 2019](#)

2019-191

Budget Amendment - Economic Development Incentive Fund
Council is requested to approve a budget amendment in the amount of \$125,000 to appropriate funds for the Economic Development Incentive Fund.

Attachments: [13.Economic Development Incentive Fund amendment](#)

2019-200

Contract - 2019-002 Storm System Improvements - KRG Utility, Inc.
Council is requested to award a contract to KRG Utility, Inc. in the amount of \$765,597.00 to make storm system improvements in seven (7) locations. These projects are being funded through the Stormwater Ongoing Projects account. The following projects are included in this contract: Lower Regency Dam Repair, Dogwood Court Storm System, Parkwood Circle Storm System, Arbrook Lane Storm System, Madison Street Storm System, Kearns Avenue Dry Pond Construction, and Fairway Drive Storm System.

Attachments: [Agenda Memo 2019-002 Storm System Improvements - KRG Utility May 6 2019](#)

2019-201

Contract - 2019-003 Intersection & Parking Lot Improvements - Ruston Paving Company
Council is requested to award a contract to Ruston Paving in the amount of \$569,898.86 to construct two new turn lanes and repair and resurface two City of High Point parking lots. The following projects are included in this contract: Right turn lane on Westchester Drive at Idol Street, Right Turn Lane on Regency Drive at NC 68 (includes traffic signal modifications with NCDOT funding), Hedgecock Park parking lot resurfacing and Fleet Services Main Parking Lot repair and resurfacing (Triangle Lake Road).

Attachments: [Contract - 2019-003 Intersection and Parking Lot Improvements - Ruston Pavin](#)

2019-202

Resolution - Change in City of High Point Purchasing Policy
Council is requested to adopt a Resolution to Change the City of High Point Purchasing Policy to promote competitive procurement practices which provide equal access for all vendors to compete for business with the City.

Attachments: [Change in Purchasing Policy](#)

PENDING ITEMS

2018-169

Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)
City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and

authorize the City Manager to execute the agreement.

Sponsors: Committee of the Whole

Attachments: [7. Amendment to Lease Agreement - Crown Castle](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Powerphone Call Handling Process Software

From: Steve Lingerfelt, Director of Information
Technology Services

Meeting Date: May 6, 2019

Public Hearing: No

Advertising Date
Advertised By:

Attachments: Powerphone Quote

PURPOSE:

The purpose of this contract is to provide High Point 911 with a more consistent and efficient call handling process as required by the NC 911 Board. Having a structured call handling process and technology will allow Telecommunicators to be able to provide the best level of service to their callers and responders.

BACKGROUND:

Information Technology Services is recommending the purchase of the Powerphone Call Taking Solution Software from Powerphone. Powerphone is a sole source provider at a cost of \$120,784.00.

BUDGET IMPACT:

The NC 911 Board will fund \$85,300.00 of the cost to purchase the software. Funds are included in the 2018-19 budget to cover the remaining cost of \$35,484.00.

RECOMMENDATION / ACTION REQUESTED:

The Department of Information Technology Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Financial Services

Purchasing Division



Requisition # 22437

**CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION
FORM** (For Items Costing \$5000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: Powerphone

Item(s): Licenses for 911 Powerphone system

Justification:

Supervisor, Admin, Script builder and annual licensing fees for the Powerphone 911 phone system.

Estimated expenditure for the above item(s): \$85,300.00

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

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

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

Department Head/Authorized Personnel

Steve Lingerfelt

Digitally signed by Steve Lingerfelt
Date: 2019.04.12 10:37:05 -0400

Department/Division

ITS/911

Date 4/10/2019

Approval Process

Under \$5,000 (Purchasing Manager)

\$5,000-\$30,000 (Financial Services Director)

\$30,000 – Up (City Council)

Erik Conti

Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US
Date: 2019.04.12 10:39:36 -0400

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
DN: cn=Bobby Fitzjohn, o=City of High Point, ou=Financial Services,
email=bobby.fitzjohn@highpointnc.gov, c=US
Date: 2019.04.16 15:43:39 -0400

Greg Demko

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=Financial Services,
email=greg.demko@highpointnc.gov, c=US
Date: 2019.04.18 10:35:24 -0400



1321 Boston Post Rd
Madison, CT 06443
1.800.537.6937

Quote

Quote Number: 16345
Date: 02/21/2019
Sales Person: Ryane Quadrato
Valid Until: 05/06/2019

Bill To	Ship To
Ms. Nancy Williams High Point Communications 211 S Hamilton Street High Point, NC 27260	High Point Communications 211 S Hamilton Street High Point, NC 27260

Total Response

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price
6	TROCAC	Certification: Call Assessment *Price presumes training is completed within 30 days from the date of registration.*	\$329.00	\$329.00	\$1,974.00
30	TRCOCCC	Certification: Combined Certification Online *Price presumes training is completed within 60 days from the date of registration.*	\$1,117.00	\$1,117.00	\$33,510.00

Subtotal: \$35,484.00
Tax: \$0.00
Shipping: \$0.00
Total: \$35,484.00

Grand Total

Currency:	USD	Subtotal:	\$35,484.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total:	\$35,484.00

Call Handling System

System Implementation Plan

High Point Communications
211 S Hamilton Street
High Point, NC 27260

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Agency Overview

High Point Communications is located in High Point North Carolina. The 911 call center dispatches police, fire and medical responders. There are 30 telecommunicators and 6 supervisors. Resources dispatched are managed using Central Square CAD at their 10 concurrent consoles with a total of 10 workstations located at their center.

During discussion with the representative from this agency it was identified that:

1. They would like their call handling to be more consistent and efficient.
2. Having a structured call handling process and technology will allow the telecommunicators to be able to provide the best level of service to their callers and responders, reducing liability and help to better protect responders.
3. Having an effective call assessment program will help to evaluate your standard of care and measure the consistency of your call handling, ensuring that your staff continues to improve their call handling standards.

PowerPhone's Recommended Solution

Maintaining effective call handling requires the deployment of training, tools and ongoing assessment to ensure the skills and processes performed by operators remain effective. PowerPhone's Total Response system has been designed to meet these criteria. Our organization can draw on over 34 years of experience supporting 911 call centers across America and overseas. To meet your needs we shall provide:

1. **Training Consistency.** Our blended training program which combines online learning modules with instructor lead sessions will be the foundation from which telecommunicators will become more consistent in their call handling operations. Each staff member shall complete a foundation module and a theory module in Fire Service and Law Enforcement Dispatch. Current Emergency Medical Certifications will be honored through their expiration date, copies are required prior to enrollment. At the completion of each theory module they shall be required to demonstrate practical competency in the use of structured call handling protocols and procedures.
2. **Structured Call Handling.** Additional training is then provided in the use and operation of CACH, how it provides consistency during calls, alerts the operator to critical actions and how it can offer instant access to local SOPs.
3. **Effective Call Assessment.** Within CACH there is an Assessor module that will allow your agency to bring together the essential elements of call assessment, the voice recording, appropriate questions that should have been asked during the call (protocol) and the information provided by the call during the call (call data record). Using a series of screen templates an Assessor will be able to objectively assess the call handling process and save the outcome of that process. Over time these records will help to demonstrate trends in your call centers performance from which decisions can be made to ensure the performance standard of the call center continues to meet expectations.

Implementation Program

To help your agency use Total Response to meet your defined standard of care, it is important for your agency to follow the following steps in our implementation process. It is very important that we meet each timeline so that your overall project will be completed as originally outlines. The following steps shall be followed and implemented with some steps happening concurrently:

1. **Initiation.** Your primary contact with PowerPhone will be the Implementation Manager assigned to support you for the duration of this project. You are encouraged to reach out to your IM whenever

questions arise, their primary goal is to support your agency successfully implement Total Response to realize the benefits it offers.

2. **System Overview.** Access to a self-paced online training program will be provided for managers and supervisors to be informed of the key stages of implementation. You are strongly advised to encourage all supervisory personnel involved in this project to view this short program which has been designed to help your agency attain the greatest benefit possible from its investment in Total Response.
3. **Certification.** All the required operational staff will be registered within our online PowerPhone training portal, so they can complete their certification and practicum modules. Upon successful completion of these programs they will attain a certification status that is valid for 2 years. From the date of registration, each student has 60 days to complete the certificate course, including the final test and practicum. If not reminded by their supervisors, experience has shown that it is easy for students to not commit soon enough to complete the program within time provided. Your implementation manager will provide training progress updates to ensure training is completed in a timely manner so that your implementation is completed within expected timeframes.
4. **Software Installation.** In parallel with certification training, the task of installing CACH on your server and workstations can take place. Please refer to the Total Response System Implementation Requirements document for the necessary software and server. Installation and maintenance is **completed by using Log MeIn Rescue**. Your technical staff must be available to give us permission for us to access. Your agency will be reaching out to Central Square to coordinate their connection to PowerPhone's Computer Aided Call Handling (CACH) software. Pricing is based on the use of 10 concurrent workstations.
5. **Call Assessor Training.** Staff designated to perform ongoing call assessments (6) will be enrolled in an additional certification course to provide them with the skills to perform this task and best use the Call Assessment licenses in the CACH software. They have 60 days to complete this training.
6. **Configuration Training.** Your implementation manager will come to your agency to conduct workshops to help those supervisory staff members better understand how the administrator, supervisor, assessor, script builder and call handler licenses work together and to help you configure them in the training sessions to meet your agency's needs. In these training sessions, your current process will be assessed and based off the incident codes in your CAD, certain codes will be mapped over to the PowerPhone protocols. As the conditions in the protocol changes, the codes in your CAD can change. We will work with you to identify the best process for your agency and based off your current resources. In addition, building out alerts and further use of the licenses will be covered.
7. **End User Training.** Training will focus on use the call handler license for your line level personnel. The supervisory staff who participated in the configuration training will also participate in the line level training to help reinforce the rationale as to how and why the program is being implemented. This will help staff better internalize why they need to use the program and how it can help them. With this approach, your agency will have a higher level of success using the program.
8. **Go Live.** On the date when you and your Implementation Manager agree to commence live operational use of Total Response, they will be available to answer any questions that arise and help if any unforeseen problems operating CACH arise.
9. **Call Assessment.** With call records now being created, the members of staff designated as Assessors should start a regular process of call assessment and increase the volume of calls sampled as they refine their process. It will take several months to build sufficient trend data, in the short-term assessment records will help determine whether any reinforcement training is required either in use of protocols or general communication skills.

Post Implementation

With 6 to 12 months of assessment data gathered, your agency will be ready to consider purchasing Accreditation. Our accreditation program has been designed to enable agencies to receive third party validation of achieving the aims and objectives that triggered the decision to introduce Total Response. As a mark of excellence your accreditation award demonstrates your agency's ongoing commitment to strive for continual improvement both in terms of operational procedure but also the development of the personnel who deliver these services.

Project Contact

The following persons shall serve as primary points of contact for this project:

For PowerPhone

Mike Jones, Director of Professional Services
208.413.6144

High Point Communications

Steve Lingerfelt
336-883-3214

Project Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Approval Code Received (Net 30 days)		
	Quote 16345		
		TOTAL: \$35,484	100%

- Agency approval code/ PO #/signature:
- Payments should be made payable to PowerPhone
- Please mail payments to 1321 Boston Post Road, Madison, CT 06443
- PowerPhone's Federal Tax ID #: 06-1121538

Signature

Ray E. McCaslin

date

3/5/19



1321 Boston Post Rd
Madison, CT 06443
1.800.537.6937

Quote

Quote Number: 16346
Date: 02/21/2019
Sales Person: Ryane Quadrato
Valid Until: 05/06/2019

Bill To	Ship To
Ms. Nancy Williams High Point Communications 211 S Hamilton Street High Point, NC 27260	High Point Communications 211 S Hamilton Street High Point, NC 27260

Total Response Solution

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price	Discount
1	TRSL	Server License Includes installation	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00
10	TRCHL	Call Handler License	\$5,500.00	\$5,500.00	\$55,000.00	\$0.00
1	TRCAL	Assessment License to perform dispatcher call review/quality assurance/recording	\$3,850.00	\$3,850.00	\$3,850.00	\$0.00
1	TRAPI	Application Programming Interface (API) 3rd Party Fees not included	\$3,850.00	\$3,850.00	\$3,850.00	\$0.00
10	TRINSTL01	Installation (Silver/Gold) install protocol license on workstations	\$1,000.00	\$1,000.00	\$10,000.00	\$200.00
1	TR606	CACH Configuration/User Training dispatcher training/use of protocols-software 10 hrs implementation support.	\$9,100.00	\$9,100.00	\$9,100.00	\$0.00
1	TRSL	— Supervisor License to provide oversight of dispatchers, alerts to protocols, reporting	\$3,850.00	\$3,850.00	\$3,850.00	100.00%
1	TRAL	— Administrator License to manage users/dispatchers, protocol alerts and protocol procedure keys	\$3,850.00	\$3,850.00	\$3,850.00	100.00%
1	TRSBL	— Script Builder License manage updates to protocols to meet national guidelines including AHA, create protocols	\$3,850.00	\$3,850.00	\$3,850.00	100.00%
1	TRPMAINT	— Annual Software Maintenance Due 13 months after installation licensing fee, content updates, software upgrades, 24 hr phone support	\$13,267.00	\$11,385.00	\$11,385.00	100.00%

Subtotal:	\$110,235.00
Discount:	\$24,935.00
Discounted Subtotal:	\$85,300.00
Tax:	\$0.00
Shipping:	\$0.00
Total:	\$85,300.00



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Madison, CT 06443
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High Point Communications

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- Payments should be made payable to PowerPhone
- Please mail payments to 1321 Boston Post Road, Madison, CT 06443
- PowerPhone's Federal Tax ID #: 06-1121538

Signature

Randy E. McEash

date

3/5/19



2/21/2019

Sole Source Justification for Total Response™

PowerPhone's Total Response® solution is the only protocol call-handling solution that uses a **centralized data base** focusing on the caller's chief complaint rather than if it is a police, fire or medical emergency, an approach not offered by any other vendor. PowerPhone's proprietary call taking formula focuses on asking only necessary questions and using the unique approach of **constants** above each question to provide a check list for users. Constants are the key words affiliated with the rationale behind each question to help ensure all aspects of the questioning phase are handled efficiently without delaying dispatch. No other vendor uses this concept.

In addition, the following attributes of PowerPhone's Total Response™ solution are either Patent Protected, and/or not available through any other vendor:

- 1) PowerPhone invented a completely new method of handling emergency calls named "Computer Aided Call Handling" that focuses on a single, efficient sequence to be applied to every inbound emergency call including medically-based calls and can include non-emergency calls. This sequence is designated to extract critical information in the **quickest** possible fashion while calculating an automatic emergency response recommendation based on answers to questions asked. In April 2009, this ground breaking methodology, and its corresponding product, Total Response™ CACH, were awarded **US Patent 7,515,693** by the US Patent and Trade Office.
- 2) PowerPhone has invented a method that enables any agency to configure and adapt their alerts, SOPs and response triggers used during emergency calls for service into the CACH software application. It also includes the ability to create non-emergency protocols to help with routine calls. This **exclusive** and **essential capability** is protected by **Patent # 7,646,858** by the US Patent and Trade Office.
- 3) PowerPhone invented a method within the call handling software that includes an advisory component that recommends the priority of the call along with the skills necessary to help provide a risk assessment. An agency has the ability to configure various levels to meet their standard of care. This exclusive capability is protected by **Patent # 7,978,826** by the US Patent and Trade Office.
- 4) PowerPhone offers a Supervisor Module that allows supervisors to monitor the activities of telecommunicators and offer assistance at any time. The Supervisor Module delivers a real-time view of multiple call handler screens and a dashboard with performance indicators. Within the Supervisor Module is the ability to adjust the Homeland Security feature that can trigger the protocols to respond differently a feature that no other vendor offers.

- 5) PowerPhone offers the ability to start the call in the CACH software through GeoValidation to help identify if the call is an emergency and an incident needs to be created in Computer Aided Dispatch (CAD).
- 6) PowerPhone approach to certification training is unique with a combination of interactive online module training and online practicum with live instructor to role play situation.

With PowerPhone's unique approach, staff is encouraged to use the system for all calls versus just pre-arrival procedures. As a result, a higher quality of service is being provided to callers, responders and communities.

Tara Milardo
Director of Sales & Marketing
PowerPhone

CITY OF HIGH POINT

AGENDA ITEM



Title: Switchgear for Various Electric Projects
Bid #46-040519

From: Garey Edwards, PE; Electric Utilities Director
Tyler Berrier, PE; Electric Utilities Asst. Dir.

Meeting Date: May 6, 2019

Public Hearing: N/A

Advertised By: Purchasing

Attachments: Attachment A: Bid Tabulation
Attachment B: Recommendation Form

PURPOSE:

The Electric Utilities Department, by way of this bid, wishes to establish a blanket Purchase Order with our Switchgear Vendor. The Electric department uses this switchgear on the system as a whole and on various projects. This bid will replenish warehouse stock, as well as provide switches for upcoming projects.

BACKGROUND:

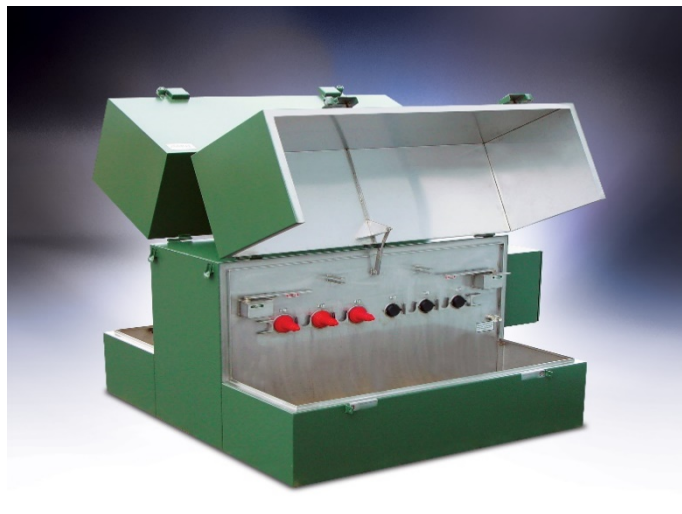
There are 41 total switches being encumbered under this bid. Wesco was the lowest of three qualified bidders.

BUDGET IMPACT:

Funds are included in the 2018-19 budget to cover this service. Because various sized switchgear will be used on different projects, money will be encumbered from four different accounts that represent the project where the equipment will be utilized.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to award contract to WESCO Distribution, Inc. in the amount of **\$1,509,482.11**.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Electric Utilities Department**

COUNCIL AGENDA DATE: **May 6, 2019**

BID NO.: **46-040519** CONTRACT NO.: DATE OPENED: **04/10/2019**

DESCRIPTION:

TRAYER SWITCHGEAR WHS # 3630 , 3631 , 11284 , 11219 , 11220 , AND 11314
PER SPECIFICATIONS TRAYER ONLY - No Substitutions

PURPOSE:

The purpose of this bid is to establish a blanket Purchase Order with our Switchgear Vendor. The Electric department uses this switchgear on the system as a whole and on various projects. This bid will replenish warehouse stock, as well as provide switches for upcoming projects.

COMMENTS:

IT IS MY RECOMMENDATION THAT THE ENTIRE BID BE AWARDED TO WESCO FOR THE TOTAL PRICE OF \$1,509,482.11 . THEY ARE THE LOWEST RESPONSIVE BIDDER MEETING SPECIFICATIONS .

RECOMMEND AWARD TO: **WESCO** AMOUNT: **\$1,509,482.11**

JUSTIFICATION:

WESCO HAD THE LOWEST PRICE OUT OF THREE BIDDERS , SO IT IS MY RECOMMENDATION THAT THE BID BE AWARDED TO WESCO .

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631181023505	40202	\$200,000
631799	533701	631171022780	40202	\$300,000
631799	533701	631001001705	40202	\$500,000
631795	533501			\$509,482.11
TOTAL BUDGETED AMOUNT				\$1,509,482.11

DEPARTMENT HEAD: **Tyler Berrier** Digitally signed by Tyler Berrier
DN: cn=Tyler Berrier, o=City of High Point, ou=Electric Utilities, email=Tyler.Berrier@highpointnc.gov, c=US
Date: 2019.04.10 15:11:13 -0400 DATE: **04/10/2019**

The Purchasing Division concurs with recommendation submitted by the **Electric Utilities Dept.** and recommends award to the lowest responsible, responsive bidder **WESCO** in the amount of \$ **1,509,482.11**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
Date: 2019.04.29 07:03:24 -04'00' DATE: **Apr 29, 2019**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
DN: cn=Bobby Fitzjohn, o=City of High Point, ou=Financial Services, email=bobby.fitzjohn@highpointnc.gov, c=US
Date: 2019.04.29 09:56:03 -0400 DATE: **Apr 29, 2019**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2019.04.29 09:59:53 -0400 DATE: **Apr 29, 2019**

CITY OF HIGH POINT

AGENDA ITEM



Title: Public Hearing Regarding the Purchase of Property for Catalyst Redevelopment Project under N.C.G.S 158-7.1

From: Randy Hemann, Assistant City Manager

Meeting Date: February 4, 2019

Public Hearing: February 4, 2019 at 5:30 pm

Advertising Date: January 28, 2019

Advertised By: City Clerk

Attachments: Public Hearing Notice

PURPOSE:

BACKGROUND:

In March of 2016, City Council adopted a goal to create a downtown catalyst project that produces: 500 private sector jobs, 15-20 new restaurants and shops, 250 additional residential housing units and a centralized gathering space. On April 3, 2017 City Council Authorized the Manager to proceed with land purchases, site design and Multi Use Stadium design with a total cost not to exceed \$15 million.

Per previous briefings to City Council, N.C.G.S. 158-7.1 which allows the City to formulate a redevelopment plan and work with a master developer on a negotiated sale where development requirements are set forth in a Development Agreement. That statute requires a public hearing prior to the City's acquisition of any land to be redeveloped under this statute (this does not apply to parcels fully under the stadium which will not be a part of the surrounding redevelopment).

BUDGET IMPACT: City Council has approved up to \$15 million for land purchase. As of December 26, 2018, \$4,208,655 remained in that budget. The parcels advertised for purchase total \$1,168,340.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the High Point City Council hold a public Hearing to receive public comment regarding the purchase of properties outlined in the Public Hearing Notice and pass the attached resolution authorizing the Mayor, City Attorney, City Manager or his designee to execute any and all documents associated with the acquisition of properties pursuant to the provisions of N.C.G.S. 158-7.1.

**RESOLUTION AUTHORIZING THE MAYOR, CITY ATTORNEY, CITY MANAGER,
OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED
WITH THE ACQUISITION OF PROPERTIES PURSUANT TO THE PROVISIONS OF
N.C.G.S. 158-7.1**

WHEREAS, on April 3, 2017 City Council adopted the implementation of procedures relating to the Downtown Catalyst Project ("Project") which included the purchase of land, site and multi-use stadium design at a cost not to exceed \$15,000,000; and

WHEREAS, the Project requires the acquisition of multiple properties and the City Council desires to acquire said properties located in the downtown area in accordance with the provisions of N.C.G.S. 158-7.1; and

WHEREAS, City staff has negotiated Offers to Purchase fee simple interests for the following properties:

<u>PROPERTIES</u>	<u>PURCHASE PRICE</u>
224 N. Lindsay St. (Lot B)	\$209,340
211 W. English Rd.	\$165,000
207 W. English Rd.	\$160,000
201 W. English Rd.	\$634,000

THEREFORE, THE HIGH POINT CITY COUNCIL RESOLVES THAT the Mayor, City Attorney, City Manager, or his designee, execute any and all documents necessary in order to effectuate the City's acquisition of the properties identified above at a purchase price totaling \$1,168,340.

ADOPTED this the 4th day of February, 2019.

Mayor Jay W. Wagner

Attested to:

Lisa Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution - Sale of City Owned Property – 107 Kingsdale Court

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, February 4, 2018

Public Hearing: Not Required

Advertising Date:

Advertised By:

Attachments: Resolution

Purpose/Background:

Council is requested to adopt a resolution authorizing the sale of real property to the Town of Jamestown. The City owns a 2.78 acre tract of land which is located at 107 Kingsdale Court, Jamestown, NC. The property is a residential subdivision parcel platted as a common drainage area and was granted to the City by the developer in 1997. The City has not used land and has no plans to use it in the future. The Town of Jamestown provides sewer service to the subdivision and has a portion of their sanitary sewer line across the property.

Budget Impact:

No budget impact.

Recommendation:

Staff recommends Council adopt a resolution authorizing the sale of the property without consideration to the Town of Jamestown in accordance to N.C.G.S. 160A-274.

**RESOLUTION APPROVING SALE OF REAL PROPERTY
TO THE TOWN OF JAMESTOWN, NORTH CAROLINA
PURSUANT TO N.C.G.S. 160A-274**

WHEREAS, the City of High Point (“City”) owns a 2.78 acre tract of land identified as Parcel No. 0158884, located at 107 Kingsdale Court, Jamestown, NC (“Property”), which is a residential subdivision parcel platted as common drainage area; and

WHEREAS, the Town of Jamestown (“Jamestown”) provides sewer service to the residential subdivision and has a portion of their sanitary sewer line across the property; and

WHEREAS, the City has no current use or need of the Property; and

WHEREAS, the City and Jamestown are “governmental units” as defined by N.C.G.S. §160A-274 and are thereby the City is authorized to sell real property to Jamestown as a governmental unit upon such terms and conditions as it deems wise, with or without consideration, by way of action taken by its governing body; and

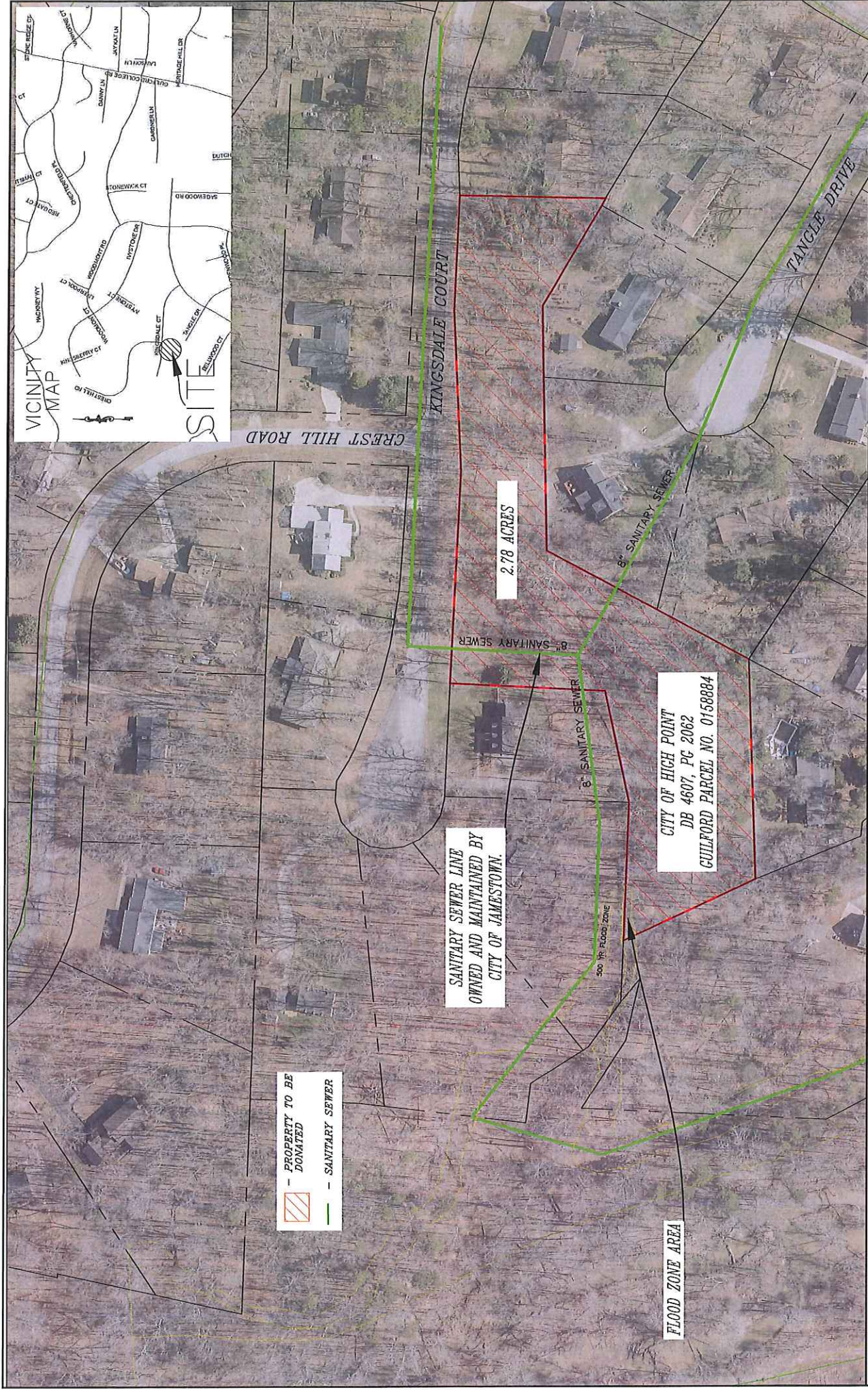
WHEREAS, the City has offered the Property for no consideration to Jamestown, and Jamestown has agreed to accept the Property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of High Point pursuant to the North Carolina General Statute 160A-274, the Mayor is hereby authorized to execute any and all documents to convey 2.78 acre tract of land identified as Parcel No. 0158884, located at 107 Kingsdale Court, Jamestown, NC to the Town of Jamestown. In addition, the Mayor is hereby authorized to execute any and all documents necessary to give effect to this resolution and compliance with applicable North Carolina law.

Adopted: February 4, 2019.

Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk



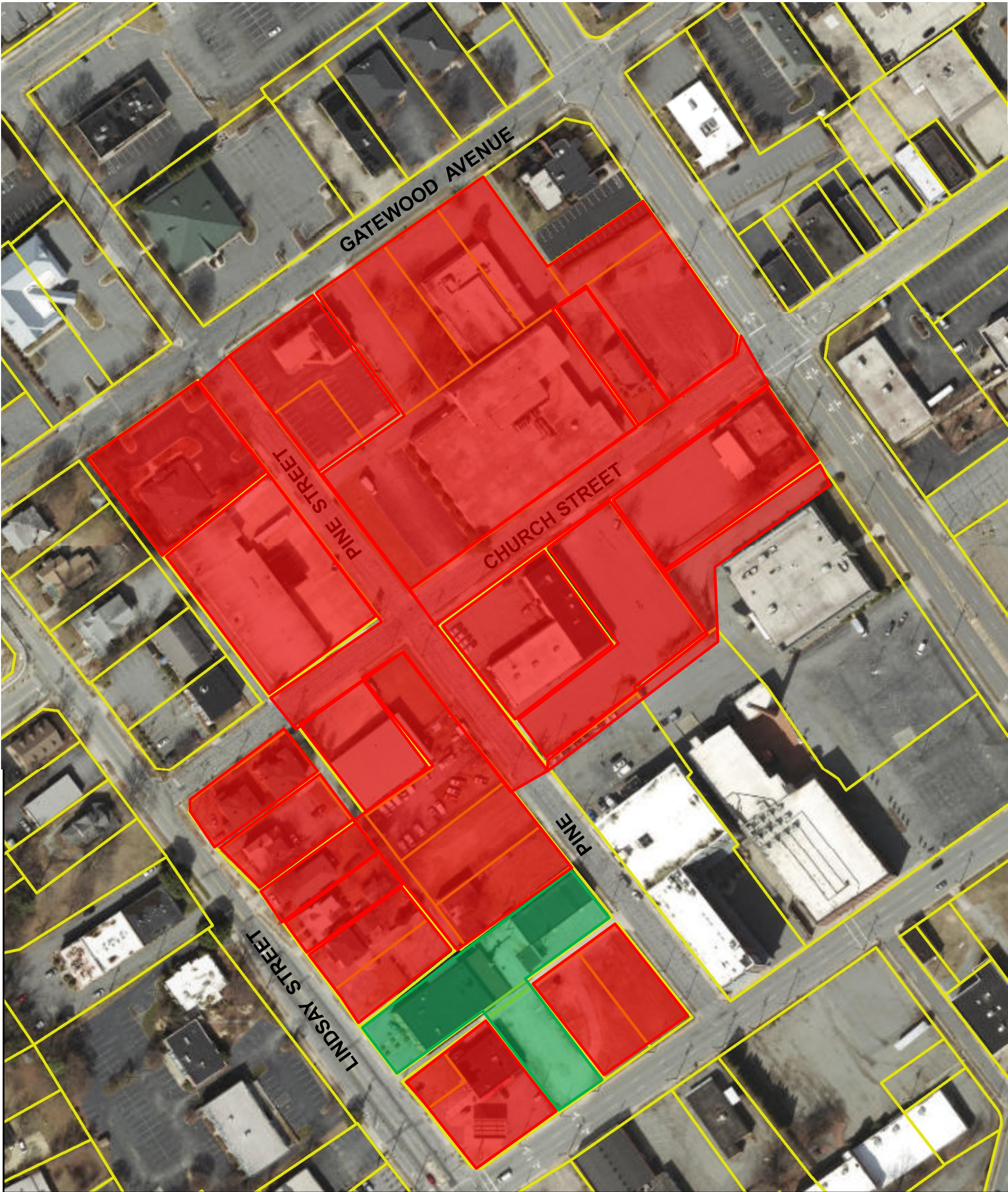
CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

EXHIBIT DRAWING FOR
DONATION OF PROPERTY
107 KINGSDALE COURT
JAMESTOWN, NC

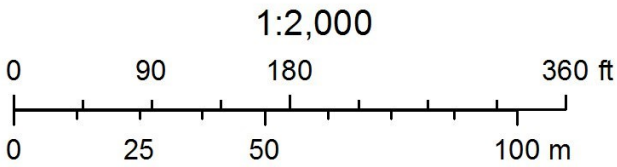
SCALE: 1"=150'	DATE: DECEMBER 2018	DRAWN: JKF	PROJECT: 2532
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STADIUM REDEVELOPMENT AREA

PROPERTY AQUITION MAP



December 30, 2016



CITY OF HIGH POINT

AGENDA ITEM



Title: Condemnation – 3933 Tanglebrook Road

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, May 6, 2019

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Resolution & Map

PURPOSE:

Consideration for the adoption of a Resolution Authorizing Condemnation to acquire a portion of property in connection with the Tanglebrook Sewer Outfall Project.

BACKGROUND:

Representatives of the City of High Point have been unable to acquire the needed easement in this property by negotiated conveyance. Notice was sent to the property owner by certified mail, return receipt requested on March 29, 2019 advising the property owner of the City's intent to initiate an action to acquire by condemnation needed easements on the property for the purpose of the Tanglebrook Sewer Outfall Project. If the City Council adopts this Resolution, the City is required to give a thirty (30) day notice to the affected property owner and any other persons or entities having an "interest" in the property, of the intent to file condemnation action. At the end of the thirty day thirty (30) day notice period, the City can file the condemnation action and deposit an estimate of just compensation with the Guilford County Clerk of Superior Court. Upon filing the action and making the deposit, the City will be authorized to access the property.

BUDGET IMPACT:

The City has estimated the amount of \$4,600.00 to be just compensation for the property.

RECOMMENDATION / ACTION REQUESTED:

The City Attorney recommends adoption of the Resolution authorizing the Finance Director to issue a draft in the amount of \$4,600.00 to the Clerk of Superior Court and authorizing the City Attorney give a 30 day Notice of Condemnation to the property owner and to file the necessary proceedings under Chapter 40A if the North Carolina General Statutes to acquire the needed easement following the 30 day notice period.

TOTAL AREA PERMANENT
EASEMENT = 16,950 SQ. FT.
TOTAL AREA TEMPORARY CONSTRUCTION
EASEMENT = 7,018 SQ. FT.

6,705 SQFT TEMPORARY
CONSTRUCTION EASEMENT

313 SQFT
TEMPORARY
CONSTRUCTION
EASEMENT

BRANDON W. BLAKELY
DB 2592, PC 2839
FORSYTH PIN# 6893-11-4411

FEMA FLOOD ZONE

16,950 SQFT PERMANENT
SANITARY SEWER EASEMENT

BURGESS ROAD

FORSYTH COUNTY
GUILFORD COUNTY

TANGLEBROOK ROAD

CASTLE OAK COURT

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

CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

EXHIBIT DRAWING FOR
CONDEMNATION ON THE LANDS OF
BRANDON W. BLAKELY
FORSYTH COUNTY
3933 TANGLEBROOK ROAD

SCALE — 1"= 150'

DATE: MARCH 2019

DRAWN: JKF

PROJECT: 2535

**RESOLUTION AUTHORIZING THE CITY ATTORNEY TO INSTITUTE
PROCEEDINGS TO CONDEMN A PORTION OF CERTAIN PROPERTY IN
CONNECTION WITH THE TANGLEBROOK SEWER OUTFALL PROJECT**

WHEREAS, the City of High Point (City”) is authorized under Article 16 of N.C.G.S. 160A to acquire, construct, establish, enlarge, improve, maintain, own, operate, and contract for the operation of any or all of the public enterprises as defined in this Article to furnish services to the City and its citizens. N.C.G.S. §40A-3(b)(2) grants to the City the power of eminent domain and the right to acquire by condemnation, any property for establishing, extending, enlarging, or improving any of the public enterprises listed in N.C.G.S. §160A-311; and

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire permanent easement and a temporary construction easement across a portion of the real property located at 3933 Tanglebrook Road, High Point, in Guilford and Forsyth County, North Carolina required for the Tanglebrook Sewer Outfall; and

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

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to give a thirty (30) day Notice of Condemnation to the affected property owner, and any other persons having an interest in the property and to institute civil proceedings to condemn said property at the end of the thirty day notice period, and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$4,600.00;

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

1. The City Attorney of the City of High Point is hereby directed to give a thirty (30) day Notice of Condemnation to the affected property owner, and any other persons or entities having an interest in the property, of the intent to file the condemnation action and at the end of the thirty day notice period the City Attorney is directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the needed easements across the said portion of property known as:

title to a portion of that certain property located 3933 Tanglebrook Road, High Point, described in Deed Book 2592, Page 2839 of the Forsyth County Registry and Deed Book 6378, Page 970 of the Guilford County Registry

2. The Director of Finance is hereby authorized to issue a draft in the amount of \$4,600.00 to the Clerk of Superior Court as just compensation to said owners.

3. In the event the continued negotiations result in agreement as to the compensation and terms of the acquisition of the above-described property, the City Manager and the City Attorney are hereby authorized to execute all documents necessary to complete the acquisition, so long as the compensation does not exceed the appraised value, and said amount is within the budget of the project, as attested to by the City Finance Director.

Adopted this the 6th day of May, 2019.

Mayor Jay W. Wagner

ATTEST:

Lisa Vierling
City Clerk

CITY OF HIGH POINT

AGENDA ITEM

**Title: Authorize Write-off of Delinquent Miscellaneous Accounts Receivables****From:** Bobby D. Fitzjohn, Financial Services Director**Meeting Date:** May 6, 2019**Public Hearing:** No**Advertising Date /** N/A**Advertised By:** -**Attachments:**

PURPOSE:

The Financial Services Department recommend that the City Council authorize them to write-off the delinquent miscellaneous receivables remaining from several prior fiscal years up to Fiscal Year 2014-2015 from the general ledger for accounting purposes.

BACKGROUND:

North Carolina law allows the City to write-off uncollected accounts when they become three years old. It is the City's practice to annually clear the financial records of these outstanding accounts prior to fiscal year end. The City's accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and makes accounting adjustments on the balance sheet.

At recommendation of Financial Services staff, the Public Services Department has changed its credit and billing practices at the landfill and recycling centers which is now reducing any larger balances outstanding for that business line. In accordance with state law, the City is also requesting the write off of unpaid returned checks that have not been able to be processed otherwise. The transportation grant receivable stems from the Mendenhall Transportation Terminal project for which the City has been unable to collect amounts due from the NC Department of Transportation. The outstanding amounts for showroom licenses have had liens placed on those properties.

BUDGET IMPACT:

These amounts have already been "reserved" at 100% of their value during the audit for fiscal year June 30, 2018. There is no additional impact for the procedural approval to write these amounts off for accounting purposes. Recoveries of prior amounts written off are recognized as income for collections of prior accounts receivable charged off.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to authorize the Financial Services Director to write-off \$36,169 for prior years' original billings through the fiscal year 2014-2015:

Landfill fees	\$ 24,162
Returned checks	863
Transportation grant	6,597
Showroom licenses	<u>4,097</u>
Total	\$36,169

CITY OF HIGH POINT

AGENDA ITEM

**Title: Authorize Write-off of Delinquent Utilities Accounts Receivables**

From: Bobby D. Fitzjohn, Financial Services Director
T. Robert Martin, Customer Services Director

Meeting Date: May 6, 2019

Public Hearing: No

Advertising Date / N/A

Advertised By: -

Attachments: History of Utilities Receivables Write-offs

PURPOSE:

The Financial Services and Customer Services Departments recommend that the City Council authorize them to write-off the delinquent utilities receivables remaining from Fiscal Year 2014-2015 from the general ledger for accounting purposes.

BACKGROUND:

North Carolina law allows the City to write-off uncollected utility accounts when they become three years old. It is the City's practice to annually clear the financial records of these outstanding accounts prior to fiscal year end. The City's accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and makes accounting adjustments on the balance sheet. Although these amounts are being written off the City's accounting records, the Customer Services Department continues to make efforts to collect these debts via a variety of methods, including our outstanding successes through the NC Debt Setoff Program in connection with our partnership with the NC Department of Revenue which has collected over \$3,909,301 in outstanding utility debts since we began that program in 2002.

BUDGET IMPACT:

These amounts have already been "reserved" at 100% of their value during the audit for fiscal year June 30, 2018. There is no additional impact for the procedural approval to write these amounts off for accounting purposes. Recoveries of prior amounts written off are recognized as income for collections of prior accounts receivable charged off.

The City's Customer Services Department's efforts maintained an impressive collection effort which averaged 99.47% for this past year.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to authorize the Financial Services Director to write-off \$959,441 for original billings from the fiscal year 2014-2015.

City of High Point
Historical Utilities Charge-Offs

DATE	FISCAL YR	CHG'D OFF AMT	PERCENTAGE	BILLINGS
6/30/1987	1983-1984	\$105,107.75	0.275	\$38,288,424.88
6/30/1988	1984-1985	\$114,691.42	0.260	\$44,088,136.22
6/30/1989	1985-1986	\$174,916.41	0.419	\$41,719,428.08
6/30/1990	1986-1987	\$231,105.92	0.439	\$52,587,284.13
6/30/1991	1987-1988	\$167,740.45	0.300	\$55,868,789.86
6/30/1992	1988-1989	\$175,247.40	0.305	\$57,415,634.87
6/30/1993	1989-1990	\$171,290.09	0.285	\$60,046,327.21
6/30/1994	1990-1991	\$176,895.35	0.271	\$65,267,674.68
6/30/1995	1991-1992	\$175,309.67	0.255	\$68,882,417.05
6/30/1999	1995-1996	\$337,946.82	0.384	\$88,030,891.21
6/30/2000	1996-1997	\$244,765.83	0.285	\$85,744,208.77
6/30/2001	1997-1998	\$249,765.83	0.262	\$95,470,156.98
6/30/2002	1998-1999	\$218,381.33	0.228	\$95,526,975.82
6/30/2003	1999-2000	\$172,092.40	0.163	\$105,820,760.30
6/30/2004	2000-2001	\$177,065.01	0.165	\$107,496,977.06
6/30/2005	2001-2002	\$222,393.40	0.203	\$109,521,564.33
6/30/2006	2002-2003	\$223,780.98	0.191	\$117,220,626.71
6/30/2007	2003-2004	\$263,789.81	0.220	\$119,847,582.87
6/30/2009	2005-2006	\$349,965.32	0.261	\$134,296,214.52
6/30/2010	2006-2007	\$400,146.77	0.297	\$134,587,635.64
6/30/2011	2007-2008	\$492,965.82	0.342	\$143,939,788.84
6/30/2012	2008-2009	\$560,802.18	0.385	\$145,493,985.94
6/30/2013	2009-2010	\$619,747.81	0.412	\$150,487,134.99
6/30/2014	2010-2011	\$713,557.63	0.440	\$163,525,999.00
6/30/2015	2011-2012	\$618,098.00	0.380	\$163,930,969.00
6/30/2016	2012-2013	\$667,077.20	0.390	\$169,080,501.52
6/30/2017	2013-2014	\$1,308,652.73	0.740	\$176,375,391.00
6/30/2018	2014-2015	\$959,440.75	0.530	\$181,107,729.01

**RESOLUTION APPROVING SALE OF PERSONAL PROPERTY
BY PRIVATE NEGOTIATION AND SALE PURSUANT TO N.C.G.S. 160A-266**

WHEREAS, the City of High Point ("City") is owner of a police canine ("Canine Jax") that has proven to be ineffective for its role and has therefore become surplus; and

WHEREAS, N.C.G.S. 160A-266 authorizes the City to dispose of surplus property by private negotiation and sale with respect to personal property valued at less than \$30,000, upon authorization of the City Council at a regular meeting and notice to the public; and

WHEREAS, Canine Jax is considered personal property and is valued at an amount less than \$30,000;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of High Point pursuant to the North Carolina General Statute 160A-266 that the personal property known as Canine Jax is valued less than \$30,000, is hereby declared surplus and the City Manager is authorized to sell Canine Jax by private negotiation and sale.

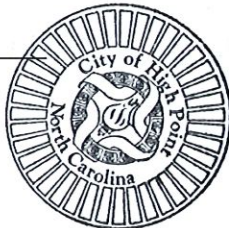
Adopted by Order of the High Point City Council
this the 6th day of May, 2019.



Jay W. Wagner, Mayor



Lisa B. Vierling,
High Point City Clerk



AFFP
PUBLIC NOTICE

Affidavit of Publication

STATE OF NORTH CAROLINA }
COUNTY OF GUILFORD }

SS

Cherayne Faris, being duly sworn, says:

That she is the billing clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on

May 08, 2019

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

SIGNED:

Cherayne Faris

the billing clerk

Subscribed to and sworn to me this 8th day of May 2019.

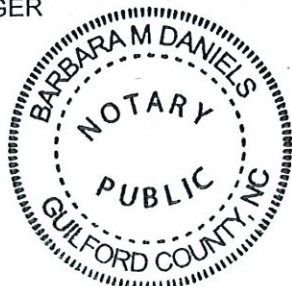
Barbara M Daniels

Barbara M Daniels, Notary, Guilford County, North Carolina

My commission expires: February 01, 2022

30145612 30863997

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



PUBLIC NOTICE

Please take notice that at their regularly scheduled meeting held on Monday, May 6, 2019 at 5:30 p.m., the High Point City Council adopted a resolution authorizing the sale of a police canine, by private negotiation and sale pursuant to N.C.G.S. 160A-266. The sale shall be consummated not earlier than 10 days from the date of this notice.

This the 7th day of May, 2019.

Lisa B. Vierling, MMC
High Point City Clerk
May 8, 2019

CITY OF HIGH POINT

AGENDA ITEM



Title: NCDOT Municipal Agreement – Ogden Street Railroad Crossing Improvements

From: Mark McDonald, Transportation Director

Meeting Date: May 6, 2019

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Municipal Agreement and Location Map

PURPOSE:

Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for railroad crossing improvements on Ogden Street.

BACKGROUND:

This project, estimated at \$400,000, will install warning signals and gates at the existing railroad crossing on Ogden Street. The proposed agreement offers Federal funding for 90% of eligible costs, with the City covering the remaining 10% plus any ineligible expenses (right-of-way acquisition, utility relocation, and optional amenities like sidewalk and landscaping). The City will also be responsible for 50% of maintenance costs, which typically run about \$1,400 annually.

BUDGET IMPACT:

The Transportation Department has historically budgeted for participation in rail crossing improvement projects with NCDOT. Funding is also included in the operating budget for annual maintenance at crossings throughout the city. Additional capital funding will be requested by Transportation in FY 2021 to supplement existing resources that can be applied to this project. The agreement assumes full Federal participation; without this funding the project will be canceled, and the City will not incur any costs. The agreement is a standardized form used by NCDOT for rail crossing improvement projects in municipalities throughout North Carolina.

RECOMMENDATION and ACTION REQUESTED:

The Transportation Department recommends approve the Municipal Agreement with NCDOT and that the appropriate City Official execute all necessary documents.

NORTH CAROLINA
GUILFORD COUNTY

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

CITY OF HIGH POINT

DATE: April 11, 2019

MUNICIPAL AGREEMENT FOR
CROSSING SAFETY PROJECT
(OGDEN STREET)

TIP: Z-5700GC
WBS: _____ PE
_____, CONST

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the CITY OF HIGH POINT, a local government entity, hereinafter referred to as the "Municipality," and each individually hereinafter referred to as a "Party," and collectively, as the "Parties."

W I T N E S S E T H:

WHEREAS, the Department and the Municipality desire to make certain highway-rail, grade crossing safety improvements along a municipal street under TIP Z-5700GC, Guilford County; and,

WHEREAS, these improvements are proposed for the highway-railway, grade crossing on Ogden Street at Norfolk Southern Railway (NSR) tracks, NSR hereinafter referred to as "Railroad", milepost M-1.68, crossing number (713784A) in the City of High Point, Guilford County, North Carolina, hereinafter referred to as the "Project"; and

WHEREAS, the Project shall be funded in accordance with 23 USC Section 130 FAST Act; and,

WHEREAS, the Department is authorized by the provisions of G.S. 136-18 (12) to carry out the provisions of federal aid highway acts for projects on streets in a municipal street system; and,

WHEREAS, the Department and the Municipality are authorized to enter into agreements for the performance of such work on a municipal street system by the provisions of G.S. 136-18(12), G.S. 136-41.3, and G.S. 136-66.1; and,

WHEREAS, the Department will enter into such agreements as are necessary to improve the highway-rail, grade crossing warning devices at said crossing and to obtain maximum federal aid participation in the cost of the Project.

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

I. SCOPE OF PROJECT

The Project shall consist of the design and construction of highway-rail, grade crossing safety improvements consisting of active traffic control warning devices, herein referenced as "warning device work," and related roadway safety improvements, hereinafter referenced as "roadway work."

The Project will provide for safety improvements at the highway-railway, grade crossing along Ogden Street at NSR's tracks milepost M-1.68, crossing number (713784A) in the City of High Point, Guilford County, North Carolina.

The Department shall be responsible for coordinating with the Railroad for the warning device work. All coordination for work to be done by the Railroad as referenced by this agreement shall be done pursuant to the terms of its Master Agreement. The Municipality shall be responsible for any roadway work pursuant to the terms of this Agreement.

All Project work shall be in substantial conformance with the approved plans and cost estimates as agreed to by the Parties to this Municipal Agreement.

II. PROJECT RESPONSIBILITIES

A. WARNING DEVICE WORK

The Department shall be responsible for coordinating with the Railroad for the warning device work. Appropriate notices itinerant thereto will be issue as needed. The Department will authorize the Railroad to prepare plans and cost estimates for the Railroad's construction of the warning device work. Upon receipt of the plans and cost estimates from the Railroad, the Department will review such plans and cost estimates with the Municipality before approving construction.

All plans and cost estimates for warning device work are subject to approval by the Municipality prior to authorization of construction for such work. The Municipality may elect not to pursue the Project upon its review of the plans and cost estimate; however, the Municipality will be responsible for expenses incurred to date as detailed herein.

The Department shall supervise construction of the warning device work to insure installation is in significant conformance with the approved plans and cost estimates. In the event substantial changes in the plans are found necessary during construction, the Department will consult with the Municipality before approving such changes. The Department shall also perform a final inspection of the completed work to ensure satisfactory operation of the active traffic control warning devices.

B. ROADWAY WORK

Certain roadway work may be required to accommodate installation of the proposed highway-rail, grade crossing safety improvements. Such work may include, but is not limited to, pavement markings, sidewalk relocation and/or repair, shoulder construction, culvert and ditch extensions, minor roadway approach work and widening.

In accordance with G.S. 160A-298(c), the Municipality shall be responsible for performing the necessary roadway work to accommodate the installation of the proposed

highway-rail, grade crossing safety improvements and repair of the municipal street approaches to the crossing.

The Municipality shall not begin construction of roadway work without prior approval of the Department. All roadway work shall be performed in accordance with plans and special provisions approved by the Department and shall be constructed in accordance with Department standards and specifications and all local codes and ordinances.

In order to facilitate construction of the Project in a cost-effective manner, the Municipality may authorize the Department by mutual agreement to perform the necessary roadway work through force account billable to the Municipality at the Department's actual cost and as detailed herein.

III. FUNDING

The estimated cost of the Project is \$400,000. It is understood that this estimated cost is an opinion of probable cost and is subject to change.

The Department shall be responsible for securing and obligating Federal funding equal to ninety percent (90%) of the actual engineering and construction costs of the Project; however, the Department will not be responsible for costs not reimbursed by the Federal Highway Administration.

The Municipality shall be responsible for ten percent (10%) of the actual engineering and construction costs of the Project and for one hundred percent (100%) of the costs not reimbursed to the Department by Federal Highway Administration.

IV. PRELIMINARY ENGINEERING

A. PRELIMINARY ENGINEERING AUTHORIZATION

Upon receipt of an executed agreement, the Department shall obligate Preliminary Engineering funds for preparation of plans, specifications and cost estimates (PS&E) by the Railroad and, if necessary, the Municipality.

If preliminary engineering for the roadway work is required, the Department will notify the Municipality once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of authorization to proceed will be ineligible for reimbursement.

B. PLANNING AND DESIGN

After execution of the agreement, the Department shall coordinate with the Railroad for preparation of plans, specifications, and estimates associated with the warning device work.

After receipt of the authorization to proceed, the Municipality shall prepare any necessary plans, specifications, and estimates for the roadway work. All plans and specifications shall be in accordance with applicable Federal and State standards, specifications, policies, and procedures. Plans, specifications, and estimates shall be

submitted to the Department for review and approval prior to any work being authorized for construction by the Municipality.

C. PROCUREMENT OF PROFESSIONAL SERVICES

If the Municipality contracts with a private engineering firm to perform professional engineering services necessary for roadway work and services are to be reimbursed under this Municipal Agreement, the Municipality shall comply with the following:

1. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
2. When procuring architectural, professional and engineering services, the Municipality shall adhere to Title 2 Code of Federal Regulations Part 200, Title 23 of the Code of Federal Regulations, Part 172, Title 40 United States Code, Chapter 11, Section 1101-1104, North Carolina General Statute 143-64, Parts 31 and 32 and the Department's Policies and Procedures for Major Professional or Specialized Services Contracts.
3. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of any professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$50,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$50,000 will be performed by the Department's External Audit Branch if the Municipality requests it.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS

All contracts entered into with another party to perform work associated with the requirements of this Municipal Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms to the SPSF Guidelines as approved by the NC Board of Transportation.

1. The Municipality shall not advertise nor enter into a contract for services performed as part of this Municipal Agreement unless the Department provides written approval of the advertisement or the contents of the contract.
2. If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

D. ENVIRONMENTAL DOCUMENTATION

The Department shall prepare necessary environmental and planning document, including environmental permits, needed for the Project in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations.

The Department shall obtain all necessary Federal Highway Administration (FHWA) and Federal Rail Administration (FRA) approvals.

V. RIGHT-OF-WAY

It is understood that the anticipated roadway work will be contained within the existing right-of-way of the Municipality. The Municipality shall remove all obstructions and encroachments of any kind or character, including hazardous materials, from the right-of-way at no expense or liability whatsoever to the Department.

In the event right-of-way or easements are needed, the Municipality, at no expense or liability whatsoever to the Department, shall be solely responsible for the acquisition of the right-of-way or easements.

All Right-of-Way activities, including acquisition and relocation, shall be in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act]; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance; and the North Carolina Department of Transportation Right-of-Way Manual.

VI. UTILITIES

It is understood that there are no anticipated utility conflicts on the Project.

In the event utility conflicts are discovered within the Project area, the Railroad shall be responsible for the relocation and adjustment of the conflicting utilities.

VII. CONSTRUCTION

A. CONSTRUCTION AUTHORIZATION

Upon approval of the Railroad-prepared PS&E, the Department will obligate funding and authorize the Railroad to undertake construction of the active crossing warning devices in accordance with such plans and estimates.

If roadway work is required, the Department will obligate funding for and the Municipality may proceed with construction of the roadway work within the Municipality's right-of-way upon receipt of construction authorization from the Department.

B. ROADWAY WORK

When roadway work is required, the following provisions shall be applicable for such work:

1. ADVERTISE FOR BIDS

The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A and Part 635, incorporated by reference.

2. CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

The Municipality and its agent shall comply with the following federal policies: Conflict of Interest; Equal Employment Opportunity; and Title VI – Civil

Rights Act of 1964. The Municipality and its agent shall also comply with the following federal policy:

- a. Any contract entered into with another party to perform work associated with the requirements of this Municipal Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), as required and defined in 49 CFR Part 26 of the Code of Federal Regulations and the North Carolina Administrative Code.
- b. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Municipal Agreement without prior written approval of the advertisement or contents of the contract by the Department.
- c. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

3. FORCE ACCOUNT WORK

Force account work is allowed only when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by a competitive bidding process. Approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Federal-Aid Policy Guide, Title 23 Code of Federal Regulations, Part 635, Subpart B.

4. ADMINISTRATION

For roadway construction contract work, the procedures set out below shall be followed:

- a. **Supervision.** Construction engineering and supervision will be furnished by the Municipality.
- b. **Time frame.** The Municipality shall perform roadway work in conjunction with the Railroad's completion of the installation of the warning devices in order not to delay the completion of the Project. The Municipality shall complete said work within sixty (60) days of installation of the warning devices.
- c. **Justification for Project Delay.** In the event the Project is not let to contract within six (6) months after receiving written construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for Project delay and that the Project remains in compliance with the terms of this Municipal Agreement, the approved plans and specifications, and current codes. If requested by the Department, the Municipality shall re-submit two (2) sets of plans and proposals to the Department for review to ensure that they remain in compliance with any revisions in the Department's standard practices and regulations.
- d. **Traffic Control.** During construction of the Municipality's portion of the Project, the Municipality and its agent shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the Railroad, and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- e. **Right to Inspect.** The Department shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Municipal Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- f. **Change Orders.** During said work, if any changes in the plans are necessary, such changes must be approved by the Department's Rail Division prior to the work being performed.
- g. **Compliance with Standards and Specification.** All materials used by the Municipality shall be in reasonable close conformity with the Standards and Specifications of the Department.
- h. **Final Inspection.** Prior to the final acceptance and payment by the Department, the Department shall have the right to make a final inspection of the completed work.

VIII. MAINTENANCE

At no expense to the Department, the Municipality shall be responsible for maintenance cost of the roadway work and the roadway itself.

It is understood that the Railroad is responsible for performing maintenance of the highway-rail crossing warning devices.

Pursuant to the provisions of G.S. 160A-298(c), the Municipality shall be responsible for payment to the Railroad of fifty percent (50%) of the Railroad's cost of maintenance of the highway-rail crossing warning devices.

IX. REIMBURSEMENT

A. REIMBURSEMENT BY THE DEPARTMENT (Roadway Work)

Upon completion of the roadway work, the Municipality shall invoice the Department for one-hundred percent (100%) of the actual costs associated with the roadway work by submitting an itemized invoice to the Department.

Upon approval of the itemized invoice by the Department, the Municipality will be reimbursed for actual costs associated with the roadway work. The Department shall initially reimburse the Municipality one hundred percent (100%) of the approved allowable costs incurred by the Municipality for the roadway work. Such reimbursement shall be subject to the policies and procedures contained in Federal-Aid Policy Guide 23 CRF Part 140, Subpart G.

B. REIMBURSEMENT BY THE MUNICIPALITY (Project Completion)

Upon completion of the warning device and roadway work, the Department shall invoice the Municipality for ten percent (10%) of the actual costs associated with the completed Project (warning device costs plus roadway improvement costs), and one hundred percent (100%) of any costs of the Project not reimbursed by the Federal

Highway Administration. The Municipality shall reimburse the Department for these actual costs.

If the Municipality does not pay said invoice(s) within sixty (60) days of the date of the invoice(s), the Department will charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

C. REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 ("Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award). Reimbursement to the Municipality shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, Title 23, Part 140 and Part 172, which is being incorporated into this Agreement by reference.

1. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Reimbursement to all Parties to this Municipal Agreement shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). FFATA Recipient Information Forms shall be submitted with each invoice. All parties to this Municipal Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Municipal Agreement shall provide reports as required by the Federal Funding and Transparency Act (FFATA) for this Project.

2. RECORDS ACCESS AND RETENTION

The Municipality and its contractor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Municipal Agreement. Further, the Municipality shall make such materials available at its office and shall require its contractor to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration under this Municipal Agreement, for inspection and audit by the Department, the Federal Highway Administration, or any authorized representatives of the Federal Government.

D. ADDITIONAL REIMBURSEMENT GUIDANCE AND TERMS

1. PROJECT PROGRESSION

The Project must progress in a satisfactory manner in the opinion of the Department, and the Municipality must invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If an invoice is not received within six (6) months, a written Project status report must be provided to the Department. If the Project does not remain active, the Department and/or Federal Highway Administration may de-obligate Project funding.

If in the opinion of the Department and/or Federal Highway Administration, satisfactory progress has not been made to complete the Project in accordance with this Municipal Agreement, the Department and/or Federal Highway Administration may de-obligate said funding.

2. FINAL QUANTITIES DOCUMENTATION

The Municipality shall maintain records that establish final documentation of quantities incorporated into the Project in accordance with established federal procedures.

3. FINAL INVOICE SUBMITTAL

All invoices must be submitted within six (6) months of completion and acceptance of the work by the Department and Federal Highway Administration, or such invoices will be considered ineligible for payment.

4. FHWA NON-PARTICIPATION

The Municipality agrees that if the Federal Highway Administration does not participate in certain costs because of noncompliance with Federal and/or State regulations, the Municipality will reimburse the Department for such costs. All costs not reimbursed to the Department by the Federal Highway Administration shall be borne by the Municipality.

5. CONTRACT ADMINISTRATION REIMBURSEMENT

Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the total construction contract. This applies to private engineering firms and/or work performed by the Municipality and/or the Department. The Municipality and/or its agent shall perform Project administration in accordance with all Departmental and Federal policies and procedures.

6. MUNICIPALITY FORCE ACCOUNT

If the work is performed by Municipal force account, subsequent invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for costs set forth in 2 C.F.R. 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.", 2 C.F.R. § 225 (2015). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality. Reimbursement for rates of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed. If the work is performed by a contractor, said invoices shall show the contract cost.

X. OTHER PROVISIONS

A. AVAILABILITY OF FUNDS

All terms and conditions of this Municipal Agreement are dependent upon, and, subject to the allocation of Department funding and fiscal constraints and the Municipal Agreement shall automatically terminate if funds cease to be available.

B. NON-COMPLIANCE

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project.

C. INDEMNIFICATION

To the extent authorized by State and Federal claims statutes, each Party shall be responsible for its respective actions under the terms of this Municipal Agreement and indemnify and save harmless the other party from any claims arising as a result of such actions.

D. DEBARMENT POLICY

Per Appendix XI to Part 200, the Compliance Supplement, of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200 (2015), the Municipality is prohibited from contracting with or making subawards under transactions covered by this Municipal Agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards for \$25,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. The Municipality may rely upon the certification unless it knows that the certification is erroneous. The Municipality agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by Federal department or agency.

It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this Municipal Agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

E. TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred by the Municipality with a third party for the Project.

G. IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Municipality shall reimburse the Department the payment of these unauthorized costs.

H. TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

The Department may abandon the Project at any time before the Municipality has been called upon to perform any part of its duties under this Municipal Agreement.

I. FINAL AUDIT

In accordance with 2 C.F.R 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.", and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

J. POWELL BILL PROVISION

In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to the Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

K. COMPLIANCE WITH ENVIRONMENTAL LAWS

The Municipality shall be responsible for ensuring compliance with all applicable State, Federal and local environmental laws and regulations and ordinances in the construction of the Project and shall be responsible for any fines, assessments or other penalties resulting from non-compliance by any entity performing work under contract with the Municipality.

L. NO THIRD PARTY BENEFICIARIES

This Municipal Agreement is solely for the benefit of the identified Parties to the Municipal Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

M. ASSIGNMENT/TRANSFER

The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Municipal Agreement to other parties or entities.

N. CONFLICT OF INTEREST

No member, officer or employee of the Department shall have any interest, direct or indirect, in this Municipal Agreement or the proceeds therefrom.

O. PROPER FORUM

This Municipal Agreement is made under, and shall be governed and construed in accordance with, the laws of the State of North Carolina.

P. E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Parties warrant that they and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by any Party will be considered a breach of this

Agreement, which entitles the other Parties to terminate this Agreement, without penalty, upon notice to the breaching Party.

Q. ETHICS PROVISION

By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Cultural Resources, Environment and Natural Resources, Health and Human Services, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Municipal Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Municipal Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Municipal Agreement has been executed, in duplicate originals, the day and year set out below, on the part of the Department and Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Municipal Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

CITY OF HIGH POINT

BY: _____

BY: _____

NAME _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SEAL

Approved by the City of High Point as attested
to by the signature of

Clerk of the City Council

(Date)

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

Municipal Finance Officer Date
FEDERAL IDENTIFICATION NUMBER

City of High Point

MAILING ADDRESS

City of High Point
211 S. Hamilton, Room 210
High Point, NC 27260

ATTN: Mark V. McDonald, PE City of
High Point Transportation Director
Mark.mcdonald@highpointnc.gov

IN WITNESS WHEREOF, this Municipal Agreement has been executed, in duplicate originals, the last day and year set out below, on the part of the Department and Municipality by authority duly given.

ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: Elizabeth Smith

NAME: Julie White

TITLE: Processing Agent

TITLE: Deputy Secretary for Multi-Modal
Transportation

DATE: _____

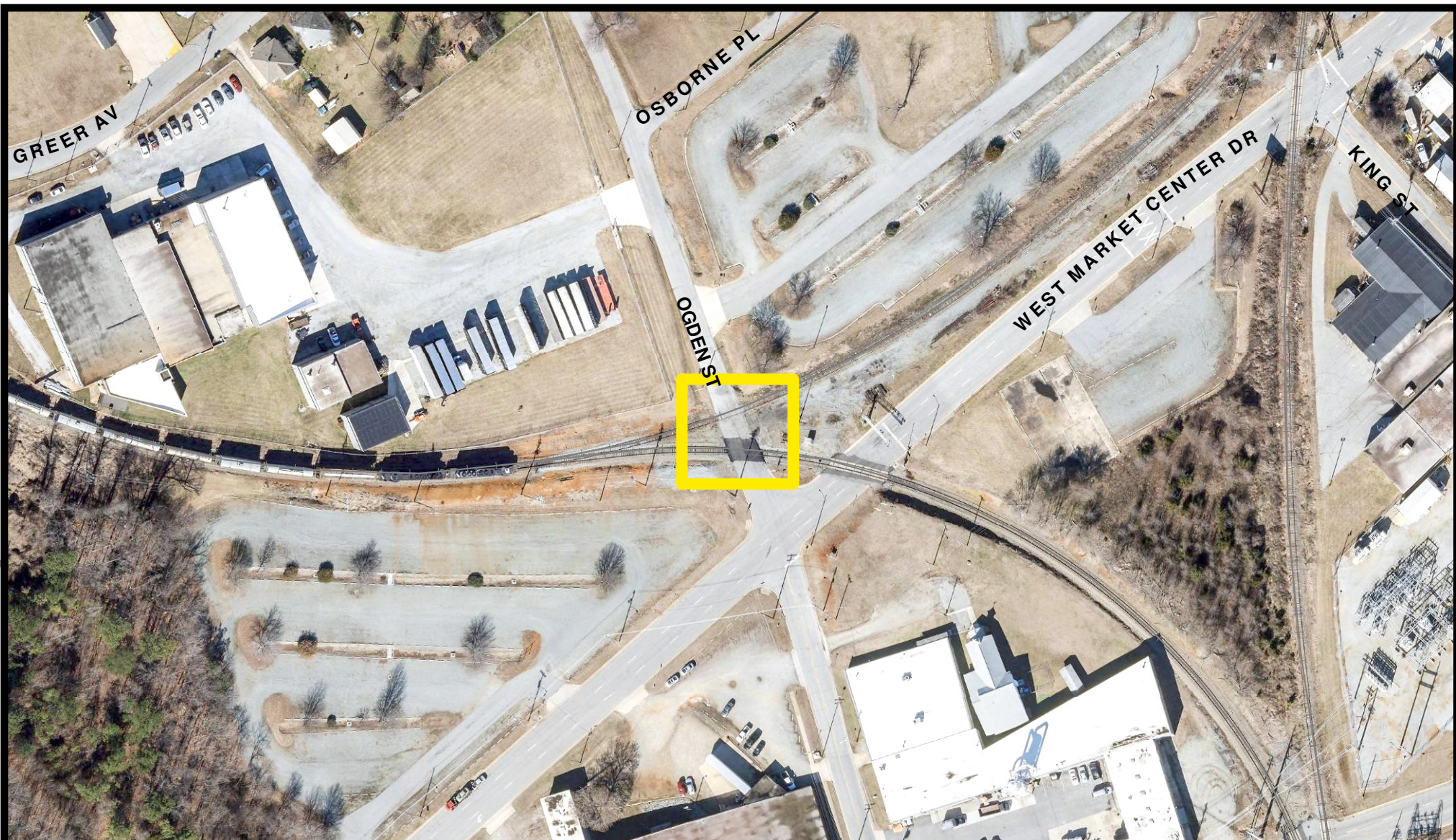
DATE: _____

SEAL

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Design & Construction Branch
1556 Mail Service Center
Raleigh, North Carolina 27699-1556
ATTN: Richard E. Mullinax, PE, PTOE, CPM
Rail Signals Manager Engineer
remullinax@ncdot.gov

APPROVED BY BOARD OF TRANSPORTATION ITEM O: November 8, 2018
(Date)



PROPOSED RAILROAD CROSSING IMPROVEMENTS AT OGDEN STREET



MAP PREPARED BY
HIGH POINT MPO
211 S. HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
APRIL 2019

This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data information and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, express or implied, as to the accuracy, reliability, utility or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



CITY OF HIGH POINT

AGENDA ITEM



Title: Final Authorization-Issuance of Series 2019 Combined Enterprise System Revenue Bonds

From: Bobby D. Fitzjohn, Financial Services Director
JoAnne Carlyle, City Attorney

Meeting Date: May 6, 2019

Public Hearing: No

Advertising Date / N/A

Advertised By: -

Attachments: Bond Order-High Point 2019 Rev.

PURPOSE:

To authorize the issuance and sale of up to \$54.5 million Combined Enterprise System (water and sewer) Revenue Bonds in June 2019 for the following purposes, (1) to issue approximately \$37 million in bonds to fund water and sewer projects approved by City Council and that have recently been completed or are currently under contract; and (3) to refinance \$17.5 million water and sewer revenue bonds issued in 2010 to a lower interest rate. The bonds will be issued subject to City Council authorizing application to the Local Government Commission to issue the bonds and their approval thereof.

BACKGROUND:

The proposed financing provides up to \$54.5 million for water and sewer projects and refunding the remaining balance of the Combined Enterprise System Revenue Bonds, Series 2010B. The projects identified for funding with this issuance include improvements at the Ward water treatment plant, Westside wastewater treatment plant, incinerator emission improvements, a force main upgrade at Riverdale pump station, as well as additional projects. Most of the identified projects are either complete or substantially underway. The Local Government Commission is expected to approve the sale at their May 7th Meeting.

The resolution provides for a refunding of all callable 2010B Bonds, both Recovery Zone Economic Development Bonds and Build America Bonds. This provides flexibility to maximize the potential refinancing should market conditions support the larger refinancing, but we are not required to refund all (or any) of the bonds should the savings not be sufficient.

These are necessary legal proceedings for the issuance of revenue bonds.

BUDGET IMPACT:

The debt service on these bonds will be paid from Water and Sewer operations, offset by savings from the proposed refunding.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to approve the attached "Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not To Exceed \$54,500,000 Combined Enterprise System Revenue Bonds, Series 2019 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

The City Council of the City of High Point, North Carolina held a regular meeting in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on May 6, 2019.

Present: Mayor Jay W. Wagner, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following order the title of which was read and a copy of which had been previously distributed to each Council Member:

**ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF
HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$54,500,000
COMBINED ENTERPRISE SYSTEM REVENUE BONDS, SERIES 2019
AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN
DOCUMENTS IN CONNECTION THEREWITH**

BE IT ORDERED by the City Council of the City of High Point, North Carolina (the “City”):

Section 1. The City Council does hereby find and determine as follows:

(a) The City has heretofore entered into a Trust Agreement, dated as of November 1, 2004, as supplemented and amended (the “Trust Agreement”), with Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the “Trustee”), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the City’s Combined Enterprise System created thereunder.

(b) Pursuant to the Trust Agreement and a Fourth Supplemental Trust Agreement, dated as of June 1, 2010 (the “Fourth Supplemental Trust Agreement”), between the City and the Trustee, the City has heretofore issued its \$20,475,000 Combined Enterprise System Revenue Bonds, Series 2010B (Taxable) (the “Series 2010B Bonds”), \$18,185,000 of which are currently outstanding.

(c) At a meeting held on April 1, 2019, the City Council authorized the filing of an application with the North Carolina Local Government Commission (the “Commission”) requesting approval of the issuance of not to exceed \$72,400,000 Combined Enterprise System

Revenue Bonds, Series 2019 (the “Series 2019 Bonds”) of the City for the purpose of providing funds, together with any other available funds, to (i) pay or reimburse the costs of acquiring, constructing and equipping various improvements to the City’s water and sanitary sewer systems, including, without limitation, (A) improvements to the City’s water treatment plant, (B) replacement of an elevated water storage tank, (C) improvements to the City’s wastewater treatment plant and (D) construction, improvement and replacement of various water and sanitary sewer mains and lines inside and outside the corporate limits of the City (collectively, the “Series 2019 Project”), (ii) refund all or a portion of the outstanding Series 2010B Bonds, (iii) pay a portion of the interest on the Series 2019 Bonds during construction of the Series 2019 Project, (iv) fund any necessary debt service reserve fund for the Series 2019 Bonds and (v) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2019 Bonds.

(d) The City, by resolution, also requested the Commission to sell the Series 2019 Bonds at private sale without advertisement.

(e) The Commission is expected to approve the application of the City at its May 7, 2019 meeting for the issuance of the Series 2019 Bonds in an aggregate principal amount not to exceed \$54,500,000 in accordance with G.S. 159-86.

(f) The City has determined to issue the Series 2019 Bonds in an aggregate principal amount not to exceed \$54,500,000 for the purpose of providing funds, together with any other available funds, to (i) pay or reimburse the costs of the Series 2019 Project, (ii) refund all or a portion of the outstanding Series 2010B Bonds and (iii) pay the fees and expenses incurred in connection with the sale and issuance the Series 2019 Bonds.

(g) The City proposes to sell the Series 2019 Bonds to Wells Fargo Bank, National Association, Robert W. Baird & Co. and FTN Financial Capital Markets (the “Underwriters”), pursuant to the provisions of a Bond Purchase Agreement (hereinafter defined), at such prices determined by the Commission, subject to the approval thereof by the City.

(h) There have been presented to the City Council at this meeting forms of the following documents relating to the sale and issuance of the Series 2019 Bonds:

(1) Eighth Supplemental Trust Agreement, to be dated as of June 1, 2019 (the “Eighth Supplemental Trust Agreement”), between the City and the Trustee, including the form of the Series 2019 Bonds attached thereto as Exhibit B;

(2) Escrow Deposit Agreement, to be dated as of June 1, 2019 (the “Escrow Agreement”), between the City and U.S. Bank National Association, as escrow agent, relating to the refunding of all or a portion of the outstanding Series 2010B Bonds;

(3) Bond Purchase Agreement, to be dated as of the date of delivery thereof (the “Bond Purchase Agreement”), among the Commission, the City and the Underwriters; and

(4) Preliminary Official Statement, to be dated as of the date of delivery thereof (the “Preliminary Official Statement”), relating to the offering and sale of the Series 2019 Bonds; and

(i) The City has determined that the sale and issuance of the Series 2019 Bonds in the manner provided in this order is in the best interests of the City.

Section 2. Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Eighth Supplemental Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the “Act”), particularly G.S. 159-88, the City hereby authorizes the issuance of the Series 2019 Bonds in an aggregate principal amount not to exceed \$54,500,000 for the purposes set forth in Section 1(f) of this order. The exact amount of Series 2019 Bonds to be issued shall be determined by the Financial Services Director of the City at the time the Series 2019 Bonds are sold and shall be an amount sufficient, together with any other available funds of the City, to (a) pay or reimburse the costs of the Series 2019 Project, (b) refund all or a portion of the outstanding Series 2010B Bonds and (c) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2019 Bonds. The Series 2019 Bonds shall mature at such times and in such amounts as shall be set forth in the Eighth Supplemental Trust Agreement, subject to the provisions of this order.

The Series 2019 Bonds shall be issued as fully registered bonds in denominations of \$5,000 or any whole multiple thereof and shall be subject to provisions of the book-entry only system for registration of the Series 2019 Bonds as set forth in the Eighth Supplemental Trust Agreement. Interest on the Series 2019 Bonds shall be payable on May 1 and November 1 of each year, beginning November 1, 2019, until the payment in full of the principal thereof. The final maturity of the Series 2019 Bonds shall not be later than November 1, 2043.

Section 4. The Series 2019 Bonds may be subject to redemption prior to their respective maturities if and to the extent so provided in the Eighth Supplemental Trust Agreement.

Section 5. The proceeds of the Series 2019 Bonds shall be applied as provided in Section 204 of the Eighth Supplemental Trust Agreement.

Section 6. The Series 2019 Bonds, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Eighth Supplemental Trust Agreement.

Section 7. The proposal set forth in the Bond Purchase Agreement submitted by the Underwriters offering to purchase the Series 2019 Bonds at the aggregate purchase price and bearing interest at the rates determined by the Commission and approved by the City as hereinafter provided, such purchase price not to be less than 95% of the aggregate principal amount of the Series 2019 Bonds and such interest rates not to result in an aggregate true interest cost in excess of 4.50%, is hereby approved. The Commission is hereby requested to sell and

award the Series 2019 Bonds to the Underwriters on behalf of the City, subject to the approval of the City, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. The Mayor, the City Manager and the Financial Services Director of the City are each hereby designated to approve on behalf of the City the sale of the Series 2019 Bonds to the Underwriters at such interest rates, for such purchase price and upon such terms and conditions as the Mayor, the City Manager or Financial Services Director shall determine, subject to the provisions of this order. The Mayor, the City Manager and the Financial Services Director of the City are each hereby authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such modifications as the Mayor, the City Manager or the Financial Services Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The forms, terms and provisions of the Eighth Supplemental Trust Agreement and the Escrow Agreement are hereby approved, and the Mayor, the City Manager or the Financial Services Director and the City Clerk or any assistant or deputy City Clerk are hereby authorized and directed to execute the Eighth Supplemental Trust Agreement and the Escrow Agreement in substantially the forms presented, together with such modifications as the Mayor, the City Manager or the Financial Services Director, with the advice of counsel, may deem necessary and appropriate, including, without limitation, modifications necessary to incorporate the final terms of the Series 2019 Bonds as set forth in the Bond Purchase Agreement, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 9. The Preliminary Official Statement relating to the offering for sale of the Series 2019 Bonds is hereby approved. The distribution of the Preliminary Official Statement in connection with the offering for sale of the Series 2019 Bonds by the Underwriters is hereby authorized and approved. The City authorizes and consents to the preparation and distribution of a final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the Series 2019 Bonds. The Mayor, the City Manager and the Financial Services Director are each hereby authorized and directed to execute and deliver the final Official Statement, in substantially the form of the Preliminary Official Statement, together with such modifications as such officers, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 10. U.S. Bank National Association, Charlotte, North Carolina, is hereby appointed as escrow agent (the “Escrow Agent”) in connection with the refunding of all or a portion of the outstanding Series 2010B Bonds, subject to the right of the City to appoint another Escrow Agent as provided in the Escrow Agreement, and as such shall perform its responsibilities as provided in the Escrow Agreement.

The City Manager and the Financial Services Director are each hereby authorized to determine on the date of sale of the Series 2019 Bonds whether it is in the best economic interests of the City to refund or not to refund all or any portion of the outstanding Series 2010B Bonds, and which maturities of the outstanding Series 2010B Bonds are to be so refunded, so

long as such refunding will result in aggregate net present value debt service savings that equals or exceeds 3.00% of the refunded Series 2010B Bonds.

Subject to the issuance of the Series 2019 Bonds, the City Council hereby directs that the Series 2010B Bonds refunded by the Series 2019 Bonds and maturing on or after November 1, 2021 be called for optional redemption on November 1, 2020, in the manner set forth in the Escrow Agreement, the Trust Agreement and the Fourth Supplemental Trust Agreement.

Section 11. The Mayor, the City Manager, the Financial Services Director, the City Clerk and the City Attorney, or any of them or their deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this order) to take such action and to execute and deliver such certificates, agreements, instruments, opinions or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this order, the Trust Agreement, the Eighth Supplemental Trust Agreement, the Escrow Agreement and the Bond Purchase Agreement. Any such actions heretofore taken by such persons to the extent not inconsistent with the provisions of this resolution are hereby ratified, authorized and approved.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this order, the Series 2019 Bonds, the Trust Agreement, the Eighth Supplemental Trust Agreement, the Escrow Agreement or the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 12. The sale and issuance of the Series 2019 Bonds are hereby approved subject to the terms and conditions set forth in this order.

Section 13. This order shall take effect immediately upon its passage; provided, however, that the provisions of Section 10 hereof relating to the calling for redemption of the outstanding Series 2010B Bonds being refunded by the Series 2019 Bonds shall not become effective unless and until the Series 2019 Bonds are issued.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing order entitled "ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$54,500,000 COMBINED ENTERPRISE SYSTEM REVENUE BONDS, SERIES 2019 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" was adopted by the following vote:

Ayes: Council Members

Noes: Council Members

* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on May 6, 2019, as relates in any way to the adoption of the foregoing order authorizing the sale and issuance of revenue bonds of said City and that said proceedings are to be recorded in minute books of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City this 6th day of May, 2019.

City Clerk

[SEAL]

**RESOLUTION AUTHORIZING THE CITY ATTORNEY TO INSTITUTE
PROCEEDINGS TO CONDEMN A PORTION OF CERTAIN PROPERTY IN
CONNECTION WITH THE TANGLEBROOK SEWER OUTFALL PROJECT**

WHEREAS, the City of High Point (City”) is authorized under Article 16 of N.C.G.S. 160A to acquire, construct, establish, enlarge, improve, maintain, own, operate, and contract for the operation of any or all of the public enterprises as defined in this Article to furnish services to the City and its citizens. N.C.G.S. §40A-3(b)(2) grants to the City the power of eminent domain and the right to acquire by condemnation, any property for establishing, extending, enlarging, or improving any of the public enterprises listed in N.C.G.S. §160A-311; and

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire permanent easement and a temporary construction easement across a portion of the real property located at 3933 Tanglebrook Road, High Point, in Guilford and Forsyth County, North Carolina required for the Tanglebrook Sewer Outfall; and

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

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to give a thirty (30) day Notice of Condemnation to the affected property owner, and any other persons having an interest in the property and to institute civil proceedings to condemn said property at the end of the thirty day notice period, and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$4,600.00;

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

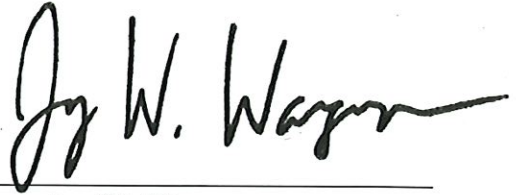
1. The City Attorney of the City of High Point is hereby directed to give a thirty (30) day Notice of Condemnation to the affected property owner, and any other persons or entities having an interest in the property, of the intent to file the condemnation action and at the end of the thirty day notice period the City Attorney is directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the needed easements across the said portion of property known as:

title to a portion of that certain property located 3933 Tanglebrook Road, High Point, described in Deed Book 2592, Page 2839 of the Forsyth County Registry and Deed Book 6378, Page 970 of the Guilford County Registry

2. The Director of Finance is hereby authorized to issue a draft in the amount of \$4,600.00 to the Clerk of Superior Court as just compensation to said owners.

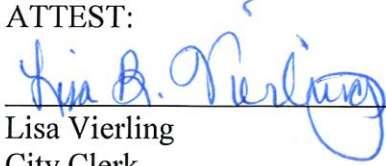
3. In the event the continued negotiations result in agreement as to the compensation and terms of the acquisition of the above-described property, the City Manager and the City Attorney are hereby authorized to execute all documents necessary to complete the acquisition, so long as the compensation does not exceed the appraised value, and said amount is within the budget of the project, as attested to by the City Finance Director.

Adopted this the 6th day of May, 2019.



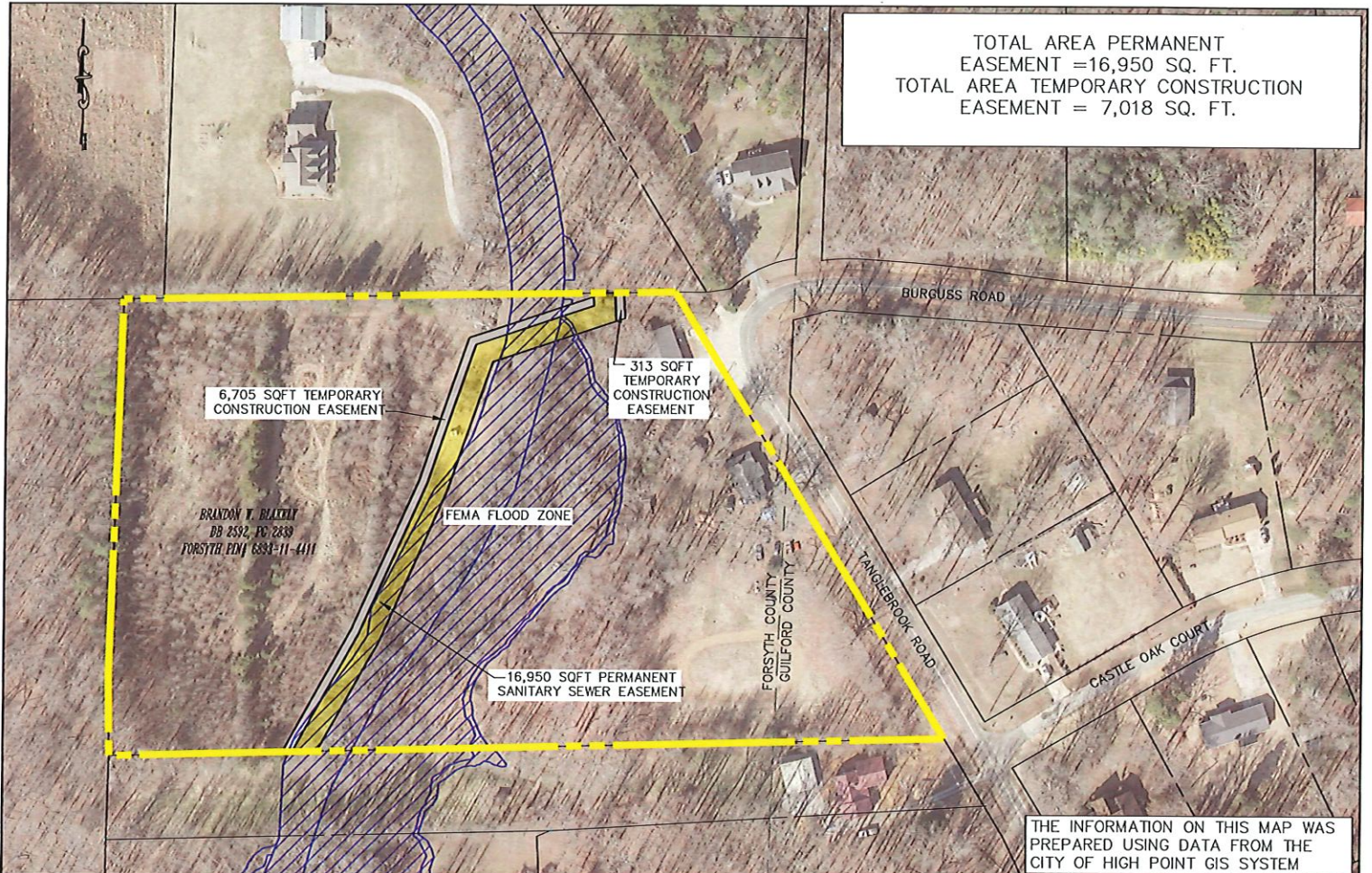
Mayor Jay W. Wagner

ATTEST:



Lisa Vierling
City Clerk





CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

EXHIBIT DRAWING FOR
CONDEMNATION ON THE LANDS OF
BRANDON W. BLAKELY
FORSYTH COUNTY
3933 TANGLEBROOK ROAD

SCALE — 1" = 150'

DATE: MARCH 2019

DRAWN: JKF

PROJECT: 2535

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract Award 2019-003 Intersection and Parking Lot Improvements (Bid 44-032219)

From: Keith Pugh, Engineering Services

Meeting Date: May 6, 2019

Public Hearing: N/A

Advertising Date: February 10, 2019

Advertised By: Purchasing Division

Attachments: Contract Cover Sheet

PURPOSE:

The High Point DOT, Fleet Services, Parks and Recreation, and the Engineering Services Department ask City Council to award contract 2019-003 for Intersection and Parking Lot Improvements to Ruston Paving Company.

BACKGROUND:

On Friday, March 22, 2019 the City of High Point received bids for Contract ENG-2019-003. We received three responsive bids:

Ruston Paving Company	\$646,792.62
P&S Grading	\$832,488.80
Sharpe Bros.	\$882,598.68

The availability date of this contract is immediately upon execution of the contract documents. The completion time for the contract work is 150 consecutive calendar days.

The purpose of this contract is to construct two new turn lanes and repair and resurface two City of High Point parking lots. These projects are being built using various funding sources from multiple city departments and NCDOT. The following projects are included in this contract:

Right turn lane on Westchester Drive at Idol Street, Right Turn Lane on Regency Drive at NC 68 (includes traffic signal modifications with NCDOT funding), Hedgecock Park parking lot resurfacing and Fleet Services Main Parking Lot repair and resurfacing (Triangle Lake Road).

The contract had to be re-bid due to a lack of bidders on the first attempt. Following the bid opening, we negotiated with the low bidder to bring the contract within budget. To do this, the city and the contractor agreed to eliminate the repair and resurfacing of the North Overlook parking lot (Parks and Recreation). These projects were designed by city staff.

BUDGET IMPACT:

Funding is available in the 2018-2019 Annual Budget

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve a contract with Ruston Paving at the negotiated price of \$569,898.86 for Intersection and Parking Lot improvements.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Engineering Services**

COUNCIL AGENDA DATE: **May 6, 2019**

BID NO.: **44-032219** CONTRACT NO.: **2019-003** DATE OPENED: **Mar 22, 2019**

DESCRIPTION:

Improve two intersections and two parking lots.

PURPOSE:

Provide a right turn lane from Westchester Drive onto Idol Street, provide a right turn lane on regency drive at NC 68 and the signal modifications resulting from that improvement, Repair and resurface the front parking lot at our Fleet Services complex and pave the parking lot at Hedgecock Park.

COMMENTS:

We had to re-bid the work. Did not receive the needed three bids on the first attempt.

RECOMMEND AWARD TO: **Ruston Paving** AMOUNT: **\$569,898.86**

JUSTIFICATION:

Ruston Paving was the lowest responsive bidder at \$646,792.62. The other two bidders were P&S Grading at \$832,488.80 and Sharpe Bros. at \$882,598.68. The lowest bid was beyond our project budget, therefore, we eliminated the repair and resurfacing of the North Overlook Parking Lot from the contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
411610	533701	411001007105	40203	\$168,616.06
101611	533701			\$142,508.00
501271	526105			\$190,528.30
401410	533701	401171024005	40202	\$68,246.50
TOTAL BUDGETED AMOUNT				\$569,898.86

DEPARTMENT HEAD: **B. Keith Pugh, PE, PWLF** Digitally signed by B. Keith Pugh, PE, PWLF
Date: 2019.04.30 11:14:19 -04'00' DATE: **Apr 30, 2019**

The Purchasing Division concurs with recommendation submitted by the **Engineering Services** and recommends award to the lowest responsible, responsive bidder **Ruston Paving** in the amount of \$ **569,898.86**

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
Date: 2019.04.30 14:46:14 -04'00' DATE: **Apr 30, 2019**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2019.04.30 15:22:43 -04'00' DATE: **Apr 30, 2019**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
Date: 2019.04.30 16:39:36 -04'00' DATE: **Apr 30, 2019**

CITY OF HIGH POINT

AGENDA ITEM



Title: Property Acquisition - 3314 E. Martin Luther King Jr. Dr.

From: JoAnne Carlyle, City Attorney

Meeting Date: May 6, 2019

Public Hearing: N/A

Advertising Date:

Advertised By:

Attachments: Map

PURPOSE:

Purchase of residential property with house located at 3314 E Martin Luther King Jr. Dr. which is adjacent to the Traffic Services and Fleet Service Center and is needed for future use in their expansion plan.

BACKGROUND:

The property owner at 3314 E. Martin Luther King Jr. Drive was planning to place the property for sale for \$90,000. The City offered \$85,000 and the owner has accepted. The tax value of the property is \$94,900. The property consists of approximately (1.23 acres).

BUDGET IMPACT:

Purchase price is \$85,000

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval and Council authorization to proceed with the purchase property located at 3314 E. Martin Luther King Jr. Drive.

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

ACL 15-94-7041-1006-E-015
DARRELL W. KERSEY
DB 4450, PG 867
GUILFORD PARCEL NO. 161163
ZONING - HI

E. MARTIN LUTHER KING, JR., DR. (NCSR # 1113)

3308 3310

3312

3534
SIGNS & SIGNALS

CITY OF HIGH POINT
DEED BOOK 8047, PAGE 2453
ZONING - HI

3524
FLEET MAINTENANCE

3402 3404

3400

3405

3320

3400

3400

3400

3400

3314

FARRELL RAY KERSEY
DB 6163, PG 406
GUILFORD PARCEL NO. 161162
ZONING - HI

3400

CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

EXHIBIT DRAWING FOR
PURCHASE OF PROPERTY
FARRELL RAY KERSEY
GUILFORD COUNTY
3314 EAST MARTIN LUTHER KING JR. BOULEVARD

SCALE - N.T.S.

DATE: APRIL 2019

DRAWN: JKF

PROJECT: 2537

CITY OF HIGH POINT

AGENDA ITEM



Title: Declaration of Surplus for Police Canine

From: Kenneth J. Shultz, Police Chief

Meeting Date: May 6 2019

Public Hearing: N/A

Advertising Date /
Advertised By: 4/26/2019

Attachments: None

PURPOSE:

This is a request to declare Police Canine Jax as surplus and to approval the disposition/sale of him to a private party for non-police related purposes.

BACKGROUND:

The High Point Police Department Purchased Canine Jax from Von Liche Kennel of Indiana in January of 2017. Jax was purchased to serve as a dual-purpose canine and was expected to perform narcotics detection and apprehension work. At the time of purchase, Jax was identified as having a very strong possession drive. To some extent, this remains a desirable trait for police working dogs, however if overly strong, it can impact their performance. Jax was assessed and it was predicted that the trait would dissipate over time and that his performance would be able to be maintained at an acceptable standard.

For the past two years, although deployed and working the street, his handler and our trainers have worked to address this issue with Canine Jax. They have however, been unable to overcome it and in fact, it has gotten even stronger. The issue has manifested itself in several situations and now impacts his performance to the point that he is no longer capable of doing acceptable work. There are several examples of problems encountered during both training and live exercises and events. Examples include Jax being distracted during narcotics detection situations to the point where he ends up biting objects found on the scene and refuses to release them and return to searching. Jax has now also progressed to the point where he can no longer be verbally recalled from a decoy during apprehension work training. During a recent track for a suspect, Jax located and bit items discarded by him (sweatshirt and subsequently shoes) resulting in the handler struggling to get these items released and get Jax focused back on the track. Subsequently, the suspect was able to escape.

Although he was recently certified as meeting standards, it took an extraordinary amount of work and the handler and the training team do not have confidence in his performance and ability to continue to remain in service. They are all concerned that he is now more of a liability then an asset and have recommended retiring him.

A soon to be retired police canine handler in another jurisdiction has voiced interest in taking possession of Canine Jax.

BUDGET IMPACT:

At this time, the Canine Unit's Supervisor has reassigned his dog to Jax's former handler. We will use budgeted money in the future to purchase a replacement dog, when an acceptable one is located.

RECOMMENDATION / ACTION REQUESTED:

The Police Department is requesting that City Council approve this request to declare Canine Jax as surplus and authorize the subsequent sell of him for one dollar.



Publish Once: May 7, 2019

PUBLIC NOTICE

Please take notice that at their regularly scheduled meeting held on Monday, May 6, 2019 at 5:30 p.m., the High Point City Council adopted a resolution authorizing the sale of a police canine, by private negotiation and sale pursuant to N.C.G.S. 160A-266. The sale shall be consummated not earlier than 10 days from the date of this notice.

This the 7th day of May, 2019.

Lisa B. Vierling, MMC
High Point City Clerk

**RESOLUTION APPROVING SALE OF PERSONAL PROPERTY
BY PRIVATE NEGOTIATION AND SALE PURSUANT TO N.C.G.S. 160A-266**

WHEREAS, the City of High Point (“City”) is owner of a police canine (“Canine Jax”) that has proven to be ineffective for its role and has therefore become surplus; and

WHEREAS, N.C.G.S. 160A-266 authorizes the City to dispose of surplus property by private negotiation and sale with respect to personal property valued at less than \$30,000, upon authorization of the City Council at a regular meeting and notice to the public; and

WHEREAS, Canine Jax is considered personal property and is valued at an amount less than \$30,000;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of High Point pursuant to the North Carolina General Statute 160A-266 that the personal property known as Canine Jax is valued less than \$30,000, is hereby declared surplus and the City Manager is authorized to sell Canine Jax by private negotiation and sale.

Adopted this the ____ day of _____, 2019.

Jay W. Wagner, Mayor

Lisa B. Vierling,
High Point City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Kersey Valley Landfill – Trashmaster Wheel Replacements

From: Terry Houk – Public Services Director
Robby Stone – Asst. Director Public Services

Meeting Date: May 6, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Proposal for Wheels
Sole Source Form

PURPOSE:

The City budgets for ongoing equipment maintenance and repair for landfill equipment. The trashmaster machine is a key piece of equipment for compacting the solid waste and extending the life of the landfill. Overtime, the wheels and cleats wear, resulting in lower compaction efficiencies. This replacement should last for the duration of the equipment life while achieving optimal compaction. The work includes 1.0” outer wrappers/drums, cleat tips (double hard-faced with chrome carbide), standard hard-facing on inner and outer horizontal wrapper edges, new wear bars, support rings and gussets, hub extensions, and sidewalls replaced as required.

BACKGROUND:

The City purchased a CMI brand trashmaster compactor in 2016. The machine was placed into operation in 1-15-2017. Excessive wear and tear on the wheels and cleats occur from normal use in the harsh environment this machine is exposed to everyday. Regular maintenance and care can extend the machine life up to eight years. The wheels and cleats are brand specific. The proposed provider, CMI Roadbuilding, Inc. has been servicing and assisting in repairs as needed as they are the subject matter experts for this equipment.

BUDGET IMPACT:

Funds for the trashmaster wheel replacements are in the Solid Waste Operating budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and requests City Council to award contract to CMI Roadbuilding, Inc. in the amount of \$54,937.50.



Old Cleat



Newer Cleat

Financial Services

Purchasing Division



Requisition #

**CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION
FORM (For Items Costing \$5000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6**

Vendor:

Item(s):

Justification:

CMI IS THE ONLY DEALERSHIP IN NORTH CAROLINA AVAILABLE TO PROVIDE REPLACEMENT PARTS AND SERVICE FOR THE LANDFILL TRASHMASTER

Estimated expenditure for the above item(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.
3. ☐ Standardization or compatibility is the overriding consideration.
4. ☒ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

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

Department Head/Authorized Personnel

Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2019.04.23 12:37:30 -0400

Department/Division

Date

Approval Process

Under \$5,000 (Purchasing Manager)

\$5,000-\$30,000 (Financial Services Director)

\$30,000 – Up (City Council)

Digitally signed by Erik Conti
Date: 2019.04.24 07:41:08 -04'00'

Digitally signed by Bobby Fitzjohn
DN: cn=Bobby Fitzjohn, o=City of High Point, ou=Financial Services, email=bobby.fitzjohn@highpointnc.gov, c=US
Date: 2019.04.24 08:52:12 -0400

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2019.04.24 09:59:30 -0400



April 12th, 2019

HIGH POINT KERSEY VALLEY LANDFILL
3940 Kivett Dr
High Point, NC 27263

Attention: Mr. Mike Spencer

RE: CMI Master Line TM-11 Rebuilt Exchange Wheels

Mike,

TM-11 Certified Rebuilt Exchange Wheels Include: Cleats installed on new 1.0" outer wrappers/drums, cleat tips will be double hard-faced with chrome carbide per the CMI spec for extended wear, standard hard-facing on inner and outer horizontal wrapper edges, new wear bars, support rings and gussets, hub extensions, sidewalls replaced as required. Cleats will be mounted in an Inverted Chevron Pattern for maximum compaction. Wheels will be branded with the CMI name and painted CMI colors. Turn around time approximately 4 weeks.

(4) Certified Rebuilt Exchange Wheels with 7.5" Masterline Cleats:..... \$48,437.50

(Requires Exchange of 4 same model core wheels. Excessive inner wheel body wear, cracking or damage from refuse wrap or other factors may result in additional charges or core rejection. No taxes or installation included in wheel pricing)

Warranty: 4 yr/10,000 hr Cleated Wheel Warranty

Estimated Freight/Handling: (2) One-Way Trips, NC \$ 3,000.00

Wheel Dismount/Mount/Installation: \$ 3,500.00

Total: \$54,937.50

20% Non-refundable down payment due with signed order required to activate order.
(Terms and conditions attached)

Best Regards,

Jason Goodin
General Manager | Eastern Regional Service Center
CMI Roadbuilding, Inc.

CMI ROADBUILDING INC.
315 HUDIBURG CIRCLE
OKLAHOMA CITY, OK 73108
T: (800) 994-1736
E: sales@cmi-roadbuilding.com

TERMS AND CONDITIONS OF SALE

Buyer acknowledges this Agreement is subject to the following Terms and Conditions:

1. Acceptance. This Agreement for purchase of equipment and/or parts ("Products") is not effective unless accepted, in writing, by Seller's authorized officer; provided, however, a parts order of less than \$10,000.00 does not require acceptance by Seller's authorized officer. Upon acceptance of this Agreement by Seller this Agreement is a binding contract between the parties. Without prior written consent of Seller's authorized officer this Agreement may not be countermanded or otherwise changed or, in the case of a parts order of less than \$10,000.00, by Seller's representative. This Agreement supersedes any prior agreements, representations, or other communications between the parties relating to the agreement between the parties. No other terms and conditions apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with, or are in addition to these Terms and Conditions. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the Terms and Conditions contained in this Agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the Terms and Conditions set forth herein.

2. Taxes. Prices quoted do not include taxes of any kind or nature. Buyer agrees it will be responsible for filing all tax returns and paying applicable tax resulting from the purchase evidenced by this Agreement. Without limiting the foregoing, Buyer agrees to file a return with respect to, and to pay the vehicle excise tax. In addition, in the event any similar tax is determined to apply to Buyer's purchase, Buyer agrees to indemnify and hold Seller harmless from any and all such similar taxes. All prices quoted are U.S. Dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the equipment shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

3. Titles, Transportation and Delivery. Unless otherwise stated, all prices are F.O.B., Place of Shipment, the Seller's manufacturing facility. Title and all risk of loss shall be borne by Buyer upon Seller's delivery at Place of Shipment. Seller is not be liable for any delay in performance of this Agreement or delivery of equipment or parts, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by acts of God, or any other causes beyond Seller's control. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller may extend the date of shipment for a reasonable time. In the event delay in shipment is otherwise caused by Buyer or at Buyer's request, Seller may invoice equipment or parts ready for shipment and payment shall be made in accordance with the terms of said invoice. EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS, SELLER EXCLUDES ANY LIABILITY RELATED TO DELAY IN DELIVERY AND SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the equipment and/or parts to Place of Shipment and all claims occurring thereafter shall be made to or against the carrier by Buyer.

4. Cancellation. Prior to delivery to Place of Shipment, this Agreement may be canceled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete this Agreement if Buyer does not comply with any Term and/or Condition governing this Agreement. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of this Agreement, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, delivered and paid in full; and (ii) for work in progress and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with the Agreement, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel this Agreement after Seller's delivery to Place of Shipment.

5. Inspection and Acceptance. Buyer agrees it shall inspect the Products immediately after receipt and shall notify Seller in writing of any non-conformity or defect within ten (10) days after receipt. Buyer further agrees that failure to give such notice or putting the Products to commercial use shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Giving the ten (10) day written notice by Buyer shall automatically cause the provisions of paragraph 6 to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect.

6. Limited Warranty. Seller warrants Products covered by this Agreement and manufactured by Seller, against defects in material or manufacture for a period of one (1) year after date of delivery to Place of Shipment and, for equipment, two thousand (2,000) hours of use, whichever comes first. This limited warranty is effective provided Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes: (i) the Products have been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees including, without limitation, carriers for hire. If requested by Seller, Buyer must return the defective Products to Seller's manufacturing facility for inspection, and if Buyer cannot establish conditions (i) and (ii) above have been met, then this limited warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this limited warranty and any assistance rendered thereafter shall not extend or revive it. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This limited warranty shall not apply to any of Seller's Products which have been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Seller.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF, AND EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY CONTAINED IN THIS PARAGRAPH 6. NO SALESMAN, EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY UNLESS SUCH MODIFICATION IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER.

Seller's Initials

Seller's Acceptance

Buyer's Initials

No transferability of limited warranty: This limited warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable unless made in writing and signed by an authorized officer of Seller.

No Stop and Go warranties: Seller does not recognize “Stop and Go” warranties. This limited warranty shall be null and void if parts (including wear parts) other than Seller’s genuine OEM parts are used in equipment covered by this limited warranty. This limited warranty shall not cover accessories, assemblies, or components which are not manufactured by Seller. Accessories, assemblies, and components included in Seller’s equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This limited warranty shall not cover any Products on which serial numbers have been altered, defaced or removed. This limited warranty shall not cover any maintenance or wear parts, which are the sole responsibility of Buyer.

7. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE LIMITED WARRANTY BY SELLER, THE PARTIES AGREE SELLER’S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCTS COVERED BY THE LIMITED WARRANTY WHICH IS THE SOLE REMEDY AVAILABLE TO BUYER. In no event shall Seller, or an affiliate thereof, be liable for incidental, consequential or other damages or losses resulting from a breach of the limited warranty including, without limitation, lost profits, labor costs, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance of work, penalties of any kind, loss of service of personnel, or failure of equipment to comply with any federal, state or local laws.

8. Limitation of Actions. Any action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.

9. Specification Changes. If Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or if Seller is required to modify the ordered Products, perform any work or supply any equipment or material in addition to the items specified on the face hereof, the additional expense shall be added to the purchase price.

10. Security interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Oklahoma Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which they may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, without limitation, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

11. Insurance covering equipment. Until the purchase price of the Products is paid in full, Buyer shall provide and maintain insurance equal to the total value of the equipment delivered hereunder against customary casualties and risks, including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If Buyer fails to provide such insurance, it then becomes the Buyer’s responsibility to notify Seller so Seller may provide same, and the cost thereof shall be added to the purchase price. All loss resulting from the failure to provide and maintain such insurance shall be assumed by Buyer.

12. Default and Seller’s Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller’s sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies available to it under the Oklahoma Uniform Commercial Code.

13. Indemnification by Buyer. In the event Buyer, its directors, officers, employees, agents (including, without limitation, carriers for hire), representatives, successors or assigns cause or contribute to any act, omission or negligence, (including any act, omission or negligence relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any equipment furnished hereunder), Buyer agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns, from any claims, suits, actions, losses, damages (including the costs, expenses and reasonable attorneys’ fees incurred in connection with the defense of any such matters), which Seller may incur or suffer arising out of, or in connection with, any such act, omission or negligence of Buyer.

14. Installation of equipment. Buyer shall be solely responsible for the installation and erection of the equipment purchased. Although Seller may in some cases provide a serviceman, data and/or drawings to aid Buyer with installation or start-up, **SELLER ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR START-UP OF THE EQUIPMENT WHEN INSTALLED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES(INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO SUCH INSTALLATION AND START-UP.** Notwithstanding whether data and/or drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and, at Seller’s request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney’s fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

15. Applicable Law. These Terms and Conditions shall in all respects be interpreted, enforced, and governed under the laws of the State of Oklahoma, without regard to the law relating to the conflicts of laws. In the event of any breach of, or default under, this Agreement, Buyer agrees to pay to Seller’s costs, including a reasonable attorney’s fee, and other expenses of Seller incurred in enforcing Seller’s rights.

16. Jurisdiction. The parties agree the proper and exclusive jurisdiction and venue in all legal actions brought to enforce or construe any of the provisions of this Agreement and/or these Terms and Conditions shall be in the United States District Court for the Western District of Oklahoma or, if federal jurisdiction is lacking, in the District Court of Oklahoma County, State of Oklahoma.

17. Severability. This Agreement constitutes the entire agreement between the parties and Seller shall not be bound by any agent’s, employee’s or dealer’s representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other provision and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

18. Miscellaneous. Buyer represents: (i) it is solvent and has the financial ability to pay for the equipment purchased herein; and (ii) it has all requisite right, power and authority to perform its obligations under this Agreement.

19. Defined terms. Buyer and Seller agree capitalized terms used in this Agreement have the same meaning wherever used in this Agreement, except to the extent any different meaning is identified.

Seller’s Initials

Seller’s Acceptance

Buyer’s Initials

CITY OF HIGH POINT

AGENDA ITEM



Title: Removal of Sidewalk Trip Hazards

From: Terry Houk – Public Services Director
Robby Stone – Asst. Director Public Services

Meeting Date: May 6, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Sidewalk Trip Hazard Removal Proposal
Sole Source Form
Sole Source Letter

PURPOSE:

On an annual basis the City budgets for the removal, replacement or an alternative repair method for City of High Point maintained sidewalks. Based on identified needs and available funding, multiple locations of sidewalks have been identified to be repaired.

BACKGROUND:

The City of High Point performs sidewalk replacements or repairs on an annual basis. The list of areas to be repaired was generated from the Street Maintenance Division. The non-intrusive repair method consists of grinding sidewalk trip hazards to bring into ADA compliance. The associated work is anticipated to last up to 10 days. Precision Safe Sidewalks possess a patented technology to perform this work. This technology is less intrusive than digging and replacing while much quicker at a lesser expense.

BUDGET IMPACT:

Funds for the sidewalk repairs are available in the 2018-2019 Annual Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and requests that City Council award contact to Precision Safe Sidewalks, LLC. in the amount of \$51,962.00.



Before



After

Financial Services
Purchasing Division



Requisition # 22654

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION
FORM (For Items Costing \$5000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: Precision Safe Sidewalks

Item(s): Removal of Sidewalk Trip Hazards

Justification:

Precision Safe Sidewalks, LLC has a perpetual and exclusive license and is the only company in North Carolina authorized to use the patented equipment and method for removing sidewalk trip hazards. This PO will be used to correct trip hazards located in the Heathgate Community. See attached sole source letter.

Estimated expenditure for the above item(s): \$51,962.00

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

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

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

Department Head/Authorized Personnel

Trevor Spencer

Digitally signed by Trevor Spencer
DN: cn=Trevor Spencer, o=City of High Point,
ou=Public Services,
email=trevor.spencer@highpointnc.gov, c=US
Date: 2019.04.17 12:58:07 -0400

Department/Division

PS/Streets

Date 4/17/19

Approval Process

Under \$5,000 (Purchasing Manager)

\$5,000-\$30,000 (Financial Services Director)

\$30,000 – Up (City Council)

Erik Conti

Digitally signed by Erik Conti
Date: 2019.04.18 06:54:24 -04'00'

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
DN: cn=Bobby Fitzjohn, o=City of High Point, ou=Financial Services,
email=bobby.fitzjohn@highpointnc.gov, c=US
Date: 2019.04.24 08:53:06 -04'00'

Greg Demko

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2019.04.24 08:57:44 -04'00'



Feb 13, 2019

To Whom It May Concern:

Due to the nature of our business, and in lieu of the ability to receive competitive bids, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office. These patents enable us and our branch offices to provide the best available trip and fall hazard removal service to our clients.

Precision Safe Sidewalks, LLC has a perpetual and exclusive license and is the only company in Washington DC and the states of North Carolina, Virginia, and West Virginia authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 7,143,760

U.S. Pat. No. 6,827,074

U.S. Pat. No. 7,000,606

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,402,095

U.S. Pat. No. 9,759,559

Precision Safe Sidewalks LLC is the sole-source provider for this service. If you have any questions or comments please feel free to give me a call.

Regards,

Aaron Ollivier, CEO Precision Concrete Cutting 3191 N. Canyon
Rd Provo, Utah 84604 (801) 373-6060

A handwritten signature in black ink, appearing to read "Aaron Ollivier", enclosed within a thin black rectangular border.

Tom Szold, President Precision Safe Sidewalks, LLC 536 Colecroft
Court Alexandria, VA 22314 (202) 779-1040

A handwritten signature in black ink, appearing to be a stylized "TS" or similar initials, enclosed within a thin black rectangular border.



PSS AH19-36-1

CITY OF HIGH POINT, NC

SIDEWALK TRIP HAZARD REMOVAL SURVEY AND PROPOSAL



February 15, 2019
© 2019 Precision Safe Sidewalks, Inc.

Presented to: Trevor Spencer, PE, Public Services Manager



ESTIMATE: This estimate has been prepared for:

CITY OF HIGH POINT, NC - TRIP & FALL HAZARD REMOVAL

Trevor Spencer, PE | Public Services Manager

816 E Green Drive, High Point, NC 27260
(336) 883-3455 | trevor.spencer@highpointnc.gov

EXECUTIVE SUMMARY:

Using the information provided by Trevor Spencer for High Point, Precision Safe Sidewalks conducted a risk assessment in a project area to identify sidewalk hazards that create trip and fall liabilities. Our assessment, conducted using the specifications of the Americans with Disabilities Act (ADA), revealed **890 trip and fall hazards** as shown in Table 1 below:

TABLE 1: HEATHGATE			
Streets	Estimated Sidewalk Miles	Total Hazards	Ave Hazard
SWANNER CT	0.18	88	11
GEORGETOWN CT	0.36	139	22
BROOKFIELD CT	0.40	132	24
FARNSWORTH CT	0.26	83	16
HEATHCLIFF RD	0.82	274	49
HEATHGATE PT	0.34	130	20
ASCOT CT	0.16	44	10
TOTAL	3.67	890	22
*** Average Hazard Occurrence = 22 Feet ***			

We observed that the sidewalk infrastructure in the assessed area is in generally good structural condition and is an ideal application for our precision-concrete-cutting repair method. Precision Safe Sidewalks proposes to remove all **890 sidewalk trip and fall hazards** in the assessed areas, meeting or exceeding ADA and OSHA requirements, for **\$51,962**. We have also provided the ability to select a subset of the hazards for repair by CLASS and AREA.

Should you request all hazards be repaired, Precision Safe Sidewalks can complete the work in as few as **8 to 10** work days with 3 technicians. While the sidewalk restoration project is underway, we will:

- ✓ keep the sidewalks in service;
- ✓ require no heavy equipment or traffic control;
- ✓ remove all debris and recycle the concrete waste materials;
- ✓ leave the area clean and trip and fall hazard-free.



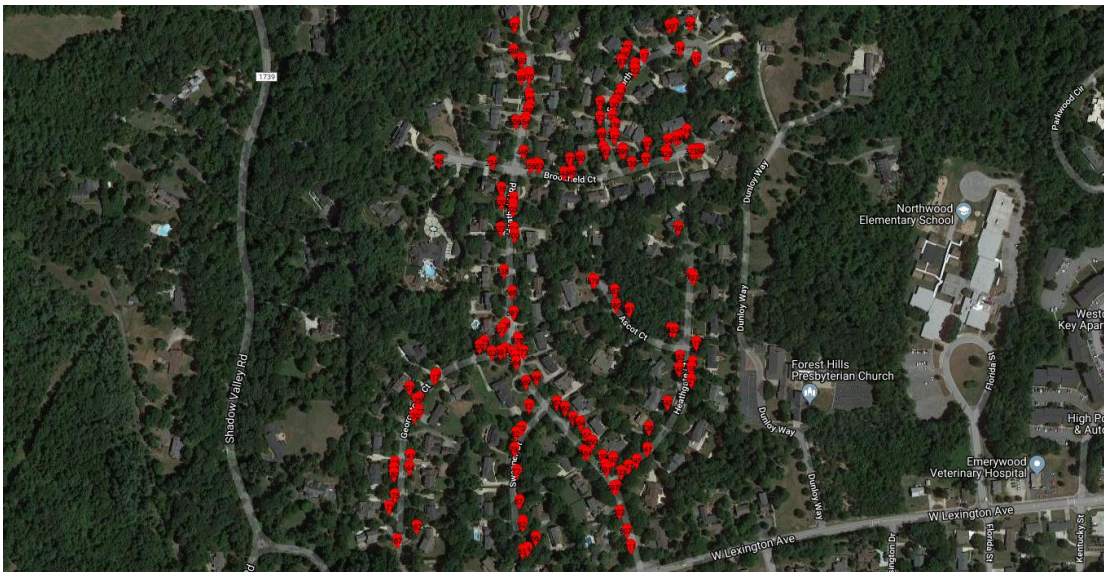
Estimated Savings Summary: We estimate our innovative, patented, precision-concrete-cutting method will save High Point more than **\$79,460** on this project over traditional D&R methods.

We would be happy to discuss any aspect of this proposal and look forward to working with High Point to enhance its sidewalk ADA compliance program, reduce liability for trip and fall incidents, and improve safety of public walkways.

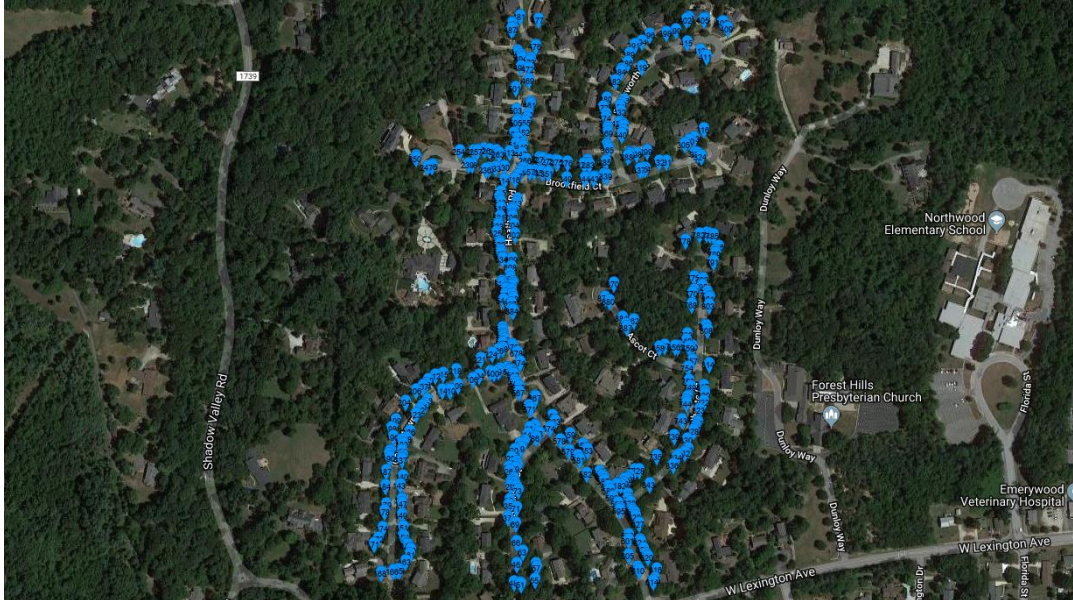
At High Point's request, Precision Safe Sidewalks, LLC. will evaluate additional or alternate locations where our repair services can help stretch funds for sidewalk repairs.

RISK ASSESSMENT HAZARD LOCATIONS

MOST SEVERE HAZARDS (1" TO 2.5")



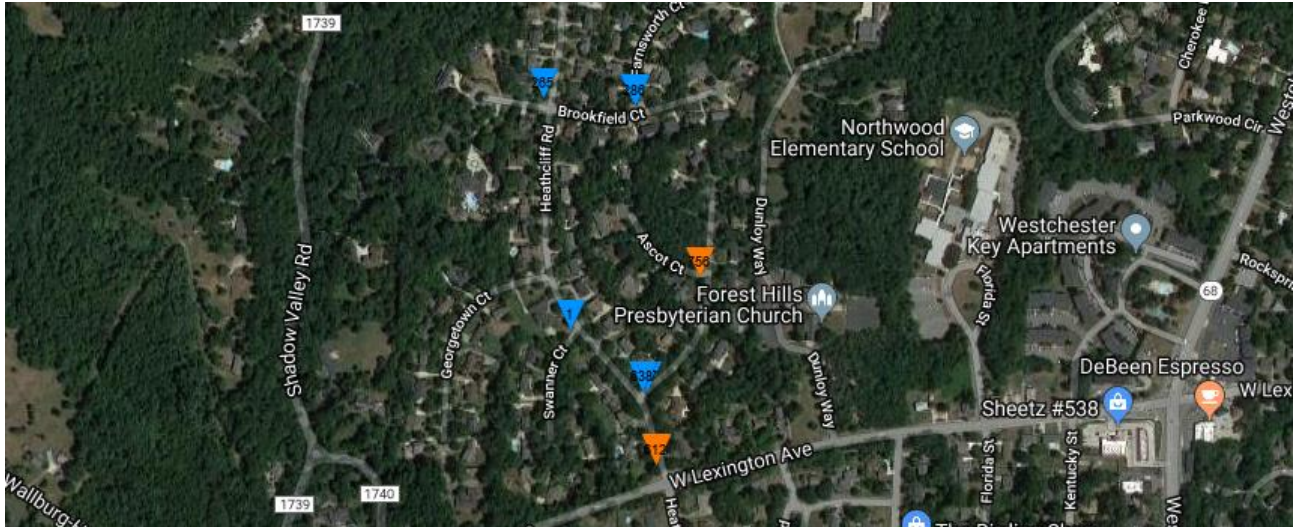
SEVERE HAZARDS (0.5" TO 1")



LEAST SEVERE HAZARDS (0.25" TO 0.50")



SPECIAL CASE HAZARD LOCATIONS (GUTTER PAN = BLUE & BOTTOM HC = ORANGE)



METHODOLOGY -- PREPARING THIS ESTIMATE:

1. A census was conducted of all hazards; the hazards were then grouped into three CLASSES and 7 STREETS:

CLASSES

MOST SEVERE:

SEVERE:

LEAST SEVERE:

SPECIFICATIONS

1 inch to 2½ inches

½ inch to 1 inch

¼ inch to ½ inch

2. An estimate of inch feet for each CLASS was prepared based on our experience data base.
3. A fixed bid was prepared giving the flexibility to choose to repair hazards by CLASS, AREA or all hazards in the proposal.



PRICING OPTION 1: REPAIR SELECTED HAZARDS BY CLASS or AREA

TABLE 2: SIDEWALK TRIP AND FALL HAZARDS						
AREA	STREET		LEAST SEVERE	SEVERE	MOST SEVERE	TOTAL
A	SWANNER CT	Hazards	36	40	12	88
		Cost	\$1,134	\$2,835	\$1,391	\$5,360
B	GEORGETOWN CT	Hazards	40	76	23	139
		Cost	\$1,260	\$5,265	\$2,520	\$9,045
C	BROOKFIELD CT	Hazards	40	65	27	132
		Cost	\$1,260	\$4,793	\$2,835	\$8,887
D	FARNSWORTH CT	Hazards	14	41	28	83
		Cost	\$441	\$2,768	\$2,940	\$6,149
E	HEATHCLIFF RD	Hazards	68	146	60	274
		Cost	\$2,142	\$9,923	\$7,088	\$19,152
F	HEATHGATE PT	Hazards	50	65	15	130
		Cost	\$1,575	\$4,388	\$1,680	\$7,643
G	ASCOT CT	Hazards	24	13	7	44
		Cost	\$756	\$878	\$735	\$2,369
TOTAL ALL AREAS		Hazards	272	446	172	890
		Cost	\$8,568	\$30,848	\$19,189	

You can choose any or all cells for repair in this option. For example, if you choose to repair all the **MOST SEVERE and SEVERE hazards, the price is \$50,036**. If you wanted to repair all trip and fall hazards in **AREA E, HEATHCLIFF RD, the price is \$19,152**. The options to make sidewalk repairs at a slope of 1:10 or 1:12 are available for any pricing option.

PRICING OPTION 2: REPAIR ALL HAZARDS

Precision Safe Sidewalks will remove **all sidewalk and curb hazards in the assessed area** from ¼" to 2½" for a **fixed price of \$51,962**.



SCOPE OF WORK:

The scope of work includes identifying, measuring, recording, marking, and repairing the sidewalk hazards noted in our census at a slope of 1:8 (ramps at 1:12), and removing approximately 938 lbs. of concrete debris from the area. Typically, we recycle this debris.

AVERAGE PRICE PER SQUARE FOOT: \$2.97

There are 17,525 total square feet in the project area. Precision Safe Sidewalks' average price per square foot for the total project is \$2.97 compared to an estimate of \$7.50 per square foot for High Point to demolish and replace it. Estimated D&R costs for High Point include:

- Cost of concrete -- \$100 per cubic yard
- Underground scanning for lines, wires, utilities
- Tree and root removal
- Hydro excavation to remove soil with pressurized water near underground utilities
- Labor and Break up to remove existing concrete
- Labor to Pour, Form, Level, Finish, Float & Cut control joints.
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete
- Landscape repair

TABLE 3: COST PER SQUARE FOOT

\$2.97

ESTIMATED SAVINGS: \$79,460

If all the panels were demolished and replaced at a replacement cost of \$7.50 per square foot, we estimate High Point will save more than \$79,460 by using Precision Safe Sidewalks.

REPAIR SCHEDULE & DURATION: 8-10 Days

When scheduled, we estimate the repairs for all hazards on the property will require 8 to 10 work days with the note that wet weather days will delay our operations. We will remove small sections (10' to 15') of sidewalk from service for periods that range from 3 minutes to 45 minutes and will control all traffic around these areas while they are being repaired. No assistance will be required from High Point, although we welcome site visits, evaluations, or inspections at your convenience at any time.

REPAIR SPECIFICATIONS:

Three measurements will be taken of every hazard:

Height¹ -- the highest point of the hazard

Height² -- the lowest point of the hazard

Length

Full Address Location

Hazards will be removed from the full length of the panel (full edge-to-edge repair);

Sidewalks will be repaired at a slope of 1:8, in compliance with ADA requirements;

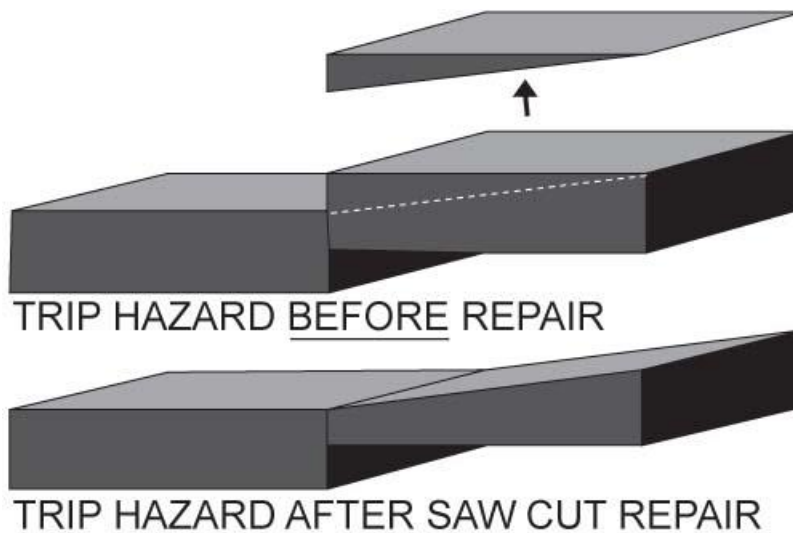
Handicap ramps or special areas will be repaired at a slope of 1:12, in compliance with ADA requirements;

Debris from repaired areas will be collected and removed;

A dust abatement system will be used during all repair operations;

The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways;

A detailed, auditable invoice will be presented for every repair.



WARRANTY:

Precision Safe Sidewalks, LLC. guarantees its work:

1. All trip and fall hazard repairs will have a zero point of differential in height with the adjacent panel.
2. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
3. The slope of all repairs will be in compliance with ADA or precisely at your specification. For this estimate, we have assumed a repair slope of 1:8.
4. The repaired surface will exceed OSHA requirements for friction on public walkways.



RISK ASSESSMENT
CITY OF HIGH POINT, NC
PROPOSAL NUMBER: PSS AH19-36-1

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
Mechanicsville VA | Charleston WV
Washington DC
Office/Fax: (800) 734-8891
www.precisionssafesidewalks.com

SAFETY:

Precision Safe Sidewalks, LLC. has a flawless safety record; we use OSHA approved equipment, certify all employees who work directly in trip and fall hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed for them.

INSURANCE and INCORPORATION:

Precision Safe Sidewalks, LLC. is a corporation registered in the state of South Carolina with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia and the District of Columbia. We serve the entire states of North Carolina, Virginia, West Virginia and the District of Columbia. Proof of liability, workers compensation, and auto insurance will be provided as requested.

SOLE SOURCE:

Due to the nature of our business, and in lieu of the ability to receive competitive bids, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office. These patents enable us to provide the best available trip and fall hazard removal service to our clients.

Within the states of North Carolina, Virginia, West Virginia and the District of Columbia, Precision Safe Sidewalks, LLC. is the only company authorized to use the patented equipment and method for removing sidewalk trip and fall hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095
U.S. Pat. No. 9,759,559

Generally, these patents apply to the cutting equipment, cutting method, and dust abatement system used by Precision Safe Sidewalks, LLC. A sole source letter is available upon request.

US GREEN BUILDING COUNCIL MEMBER

As a member of the Green Building Council, we track savings from the use of our service, which is a green building practice. For this project, we estimate savings will include:



The U.S. Green Building Council (USGBC) is a 501(c)(3) nonprofit membership organization with a vision of a sustainable built environment within a generation. Its membership includes corporations, builders, universities, government agencies, and other nonprofit organizations. USGBC is dedicated to expanding green building practices and education and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

GREEN PARAMETERS:

Estimated Natural Resources Saved:

- between 386 and 409 tons of waste concrete from removal and landfills (5,841 cubic feet of concrete at an average weight of 132 to 140 lbs per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

Estimated Fossil Fuels Saved: 629 gallons

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 386 to 409 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Estimated Greenhouse Gas Emissions Avoided: 58 Metric Tons CO₂

Our clients often wonder what reducing carbon dioxide (CO₂) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help understand just that. For this project, an estimated *58 Metric Tons of CO₂ – Carbon Dioxide or CO₂ equivalent gases will not be produced*: This is the result of repairing the trip and fall hazards on sidewalks versus removing the sidewalk panels and sending them to the landfill.



PICTURES & SPECIAL CASES:

Pictures of MOST SEVERE and SEVERE hazard examples and Special Cases in the project area are included in Exhibit A.

Some sidewalk panels were cracked but serviceable--if the hazard around the crack was repaired; if a panel had 2 or more cracks, no repair work was estimated. Generally, if a panel had one or two cracks and was serviceable, repairs were estimated and included in the totals above. These numbers are small and not significant.

UNREPAIRABLE HAZARDS and FINAL INSPECTION:

A small percentage of trip and fall hazards cannot be repaired using our process. At the completion of work in this project, Precision Safe Sidewalks' inspectors will conduct a final assessment of the project area to compile a census of the locations and size of the areas that will need D&R. The contents of this table include:

- Address
- GPS Location Coordinates
- Square Footage

CONFIDENTIALITY:

This copyrighted material is presented by Precision Safe Sidewalks, LLC. to High Point for the purpose of evaluating an offer to provide trip and fall hazard removal services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.



RISK ASSESSMENT
CITY OF HIGH POINT, NC
PROPOSAL NUMBER: PSS AH19-36-1

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
Mechanicsville VA | Charleston WV
Washington DC
Office/Fax: (800) 734-8891
www.precisionsafesidewalks.com

PROJECT INITIATION:

When advised of acceptance of this proposal, Precision Safe Sidewalks will assign an Operations Manager for the project who will conduct a kick-off meeting with the project manager assigned by High Point. During this meeting, we will discuss:

- Project Strategy and starting location
- Project Schedule and work days
- Special scheduling requests
- Reporting on progress
- General specifications for repairs
- Contact information
- Additional High Point requirements

EXHIBIT A



**MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**RECENTLY REPLACED
MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**





**MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**PAINTED
MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**PARTIALLY REPAIRED WITH
GRINDING MACHINE
MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



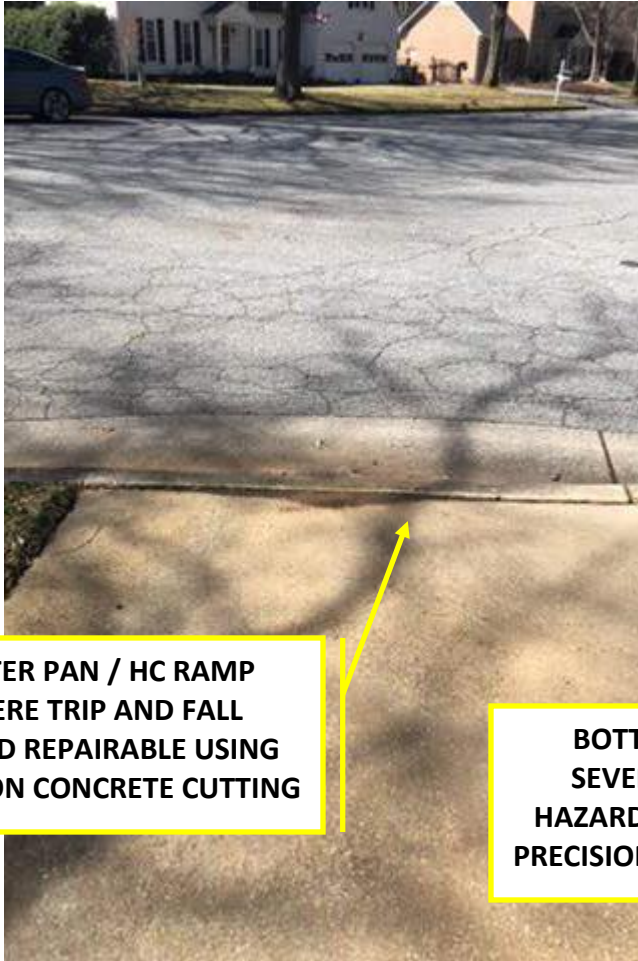
**MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**RECENTLY REPLACED
MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**RECENTLY REPLACED
MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**GUTTER PAN / HC RAMP
SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**BOTTOM OF HC RAMP
SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**GUTTER PAN / HC RAMP
SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**CRACK / HC RAMP
SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**BOTTOM HC RAMP
MOST SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**



**PARTIALLY REPAIRED WITH
GRINDING MACHINE
SEVERE TRIP AND FALL
HAZARD REPAIRABLE USING
PRECISION CONCRETE CUTTING**

EXHIBIT B

Sidewalk Trip and Fall Hazard Repair Example



Curb Repair Examples



BEFORE
1+ Inch Curb Trip Hazard
Created by a Sunken Panel



AFTER
Curb Trip Hazard Removed
Now Level with Sidewalk Panel





EXHIBIT C

Federal Register / Vol. 56, No. 144 / Friday, July 26, 1991 / Rules and Regulations

Federal Regulations on Trip Hazard Removal

Part III

Department of Justice

Office of the Attorney General

28 CFR Part 36

Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities; Final rule

4.5 Ground and Floor Surfaces

Excerpts from Federal Register

4.5.2 Changes in Level. Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment. Changes in level between 1/4 in and 1/2 in (6mm and 13mm) shall be beveled with a slope no greater than 1:2. Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

4.7.2 Slope. Slopes of curb ramps shall comply with 4.8.2. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

4.8.2 Slope and Rise. The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm). Curb ramps and ramps to be constructed on existing sites or in existing building or facilities may have slopes and rises as allowed in 4.1.6(3)(a) if space limitations prohibit the use of a 1:12 slope or less.

3 – a – 1. A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches.

3 – a – 1. A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches. A slope steeper than 1:8 is not allowed.



ESTIMATE & PROPOSAL
CITY OF HIGH POINT, NC
PROPOSAL NUMBER: PSS AH19-36-1

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
Mechanicsville VA | Charleston WV
Washington DC
Office/Fax: (800) 734-8891
www.precisionsafesidewalks.com

ACCEPTANCE OF PROPOSAL

FAX TO: (800) 734-8891

Or EMAIL TO: a.hester@precisionsafesidewalks.com

SCOPE of PROJECT:

Repair of trip and fall hazards in areas identified in PROPOSAL
NUMBER: PSS AH19-36-1

OPTION/COST:

P. O. NUMBER:

Date:

Name:

APPROVED BY:

Signature:

Title:

Phone:

Email:

NOTES:

Upon receipt of this signed acceptance, Precision Safe Sidewalks, LLC. will schedule the requested repairs. Every effort will be made to accommodate the Requested Start Date.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the High Point City Council will hold a Public Hearing on February 4, 2019 at 5:30 p.m. at the High Point Municipal Building located at 211 South Hamilton Street, High Point, North Carolina in the High Point City Council Chambers, Third Floor. The purpose of the meeting is to receive public comment concerning the acquisition of property pursuant to the provisions of N.C.G.S. 158-7.1. The City Council intends to approve a property acquisition and expend City funds from the General Capital Projects Fund totaling \$1,168,340. The property is suitable for commercial use and acquisition shall be in fee simple. The property to be acquired are more fully described as:

Lot B of 224 N. Lindsay St.
\$ 209,340
211 W. English Rd. 165,000
207 W. English Rd. 160,000
201 W. English Rd. 634,000

These property acquisitions shall increase the taxable property, employment, industrial output, and business prospects of the City.

Lisa B. Vierling
City Clerk
Jan. 28, 2019

CITY OF HIGH POINT

AGENDA ITEM



Title: Wharton-Smith, Inc.
Eastside WWTP Solids Handling Improvements
Change Order 8

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Public Services Director

Meeting Date: May 6, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: N/A

Attachments: Attachment A – Change Order Documents

PURPOSE:

The City of High Point disposes bio-solids from the wastewater system via incineration. The work for this project included installation of two new centrifuges, two new cake pumps, and rehabilitation of the incinerator to comply with new EPA air emission requirements.

The City prepurchased the centrifuges, cake pumps, and incinerator under separate bids. This project installed all the new equipment and any additional required equipment to make the new solids handling system operational.

BACKGROUND:

This change order is for additional repairs and replacement of equipment identified during the project.

BUDGET IMPACT:

Funds for this change order are available in the FY 2019-20 budget.

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council approve Change Order 8 to Wharton - Smith, Inc. for \$550,000.



Centrifuges for Sludge Dewatering



Incinerator



Incinerator Building and Mercury Removal Unit

Change Order

No. 8

Date of Issuance: April 17, 2019

Effective Date: April 17, 2019

Project: Eastside WWTP Solids Handling Improvements	Owner: City of High Point	Owner's Contract No.: Bid No. 13-121014
Contract: Eastside WWTP Solids Handling Improvements		Date of Contract: January 29, 2015
Contractor: Wharton-Smith, Inc.		Engineer's Project No.: 3460-014

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See the work items identified in Contractor's April 16, 2019 letter and the labor rates set forth in Contractor's June 8, 2018 letter (copies of which are attached to this Change Order). Contractor's compensation for the performance of work items shall be as follows:

- Construction activities during December 2018 and during January through March 2019 were performed to complete work associated with RFP's 047 thru 071. This work shall be paid for on a time and materials basis, with labor being charged at the rates set forth in Contractor's June 8, 2018 letter and materials and other costs being charged at Contractor's costs plus a 15% markup.
- Work performed to complete RFP's 072, 073, 076, 078, 079, and 080 shall be paid for on a lump sum basis. The attached Contractor's letter provides an estimate for each of these RFP's; however, the final cost and associated time extension shall be agreed upon and a Work Change Directive shall be issued prior to the Contractor beginning work on any of the RFP items.

Contractor's current non-binding estimate of Contractor's total charge for the performance of these work items is \$550,000. The Owner does not intend to exceed this amount; therefore, the Owner reserves the right to delete any or all of the work to be performed on a lump sum basis. After completion of all work associated with this change order, a final change order shall be issued to adjust the final Contract time and Contract amount.

Attachments (list documents supporting change):

Contractor's June 8, 2018 Letter

Contractor's April 16, 2019 Letter

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$8,847,850.00

[Increase] [Decrease] from previously approved
Change Orders No. 0 to No. 7:

\$3,004,869.05

Contract Price prior to this Change Order:

\$11,852,719.05

Increase of this Change Order:

See Above

Contract Price incorporating this Change Order:

See Above

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): February 25, 2016

Ready for final payment (days or date): March 26, 2016

[Increase] [Decrease] from previously approved Change Orders
No. 0 to No. 7:

Substantial completion (days): 980

Ready for final payment (days): 1,010

Contract Times prior to this Change Order:

Substantial completion (days or date): November 1, 2018

Ready for final payment (days or date): December 31, 2018

Increase of this Change Order:

Substantial completion (days or date): See Above

Ready for final payment (days or date): See Above

Contract Times with all approved Change Orders:

Substantial completion (days or date): See Above

Ready for final payment (days or date): See Above

Page 3
Change Order No. 8
High Point Eastside WWTP
Solids Handling Improvements
Bid No. 13-121014

RECOMMENDED:

By: Barry J. Bucher
Hazen & Sawyer

Date: 4/18/19

ACCEPTED:

By: [Signature]
City of High Point (Authorized Signature)

Date: 4/22/19

ACCEPTED:

By: _____
City of High Point - Finance

Date: _____

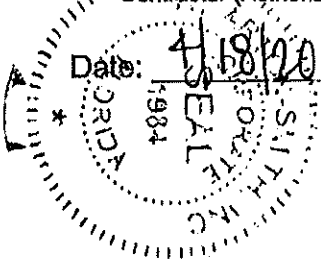
ACCEPTED by CONTRACTOR:

Wharton-Smith, Inc.

By: [Signature]
Contractor (Authorized Signature)

Company Seal

Date: 4/18/2019





April 16, 2019

Barry Bickerstaff
Hazen and Sawyer
4011 West Chase Blvd., Suite 500
Raleigh, NC 27607

RE: City of High Point
Eastside WWTP Solids Handling Improvements
Request for Change Order (RCO) – Additional Incinerator System Modifications

Dear Mr. Bickerstaff:

We are submitting the above referenced request for change order in the amount of \$550,000.00 to provide additional services to upgrade the incinerator system at the Eastside WWTP. We propose to furnish all necessary labor, materials, tools, equipment, and supervision required for this work.

We have included the breakdown estimated budget summary to further define our scope of work. Only the items listed in the Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Summary, and are specifically excluded. This estimated budgeted cost should not be considered a not to exceed budget. The design is currently being developed and these design details are required for us to provide exact pricing information. We will confirm pricing as soon as we have sufficient design and understand the full scope of work.

ESTIMATED BUDGET SUMMARY

<u>Description</u>	<u>Estimated Budget</u>
Back Payment (Dec. 18)	79,000
RFP# 72 Fuel Oil Flow Metering	52,000
RFP# 73 Air Piping Mods	25,000
RFP# 76 Roof Spray Piping	30,000
RFP# 78 Platform Lighting	7,000
RFP# 79 Cantilevered Platform	100,000
RFP# 80 Trip Prevention at MRS	7,000
<u>Jan. – Mar. T&M</u>	<u>250,000</u>
RCO Total	\$550,000



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Please be advised that the work outlined in this request for change order is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Work Change Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Change Order, so we may proceed with this work.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,

WHARTON-SMITH, INC.



Patrick Reynolds
Project Manager

File / 15-003 / C-08A



Wharton-Smith, Inc.
CONSTRUCTION GROUP

June 08, 2018

Barry Bickerstaff, P.E.
Hazen and Sawyer
4011 WestChase Blvd. Suite 500
Raleigh, NC 29607

RE: *Time & Material Rates for FBIS modification change order work*

Dear Barry,

The following is a rate sheet to be utilized by Wharton-Smith, Inc. for work performed throughout the FBIS Modification change order.

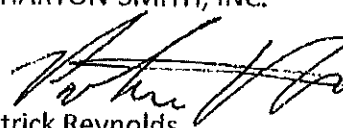
PROJECT STAFF	STRAIGHT TIME BILLING RATE/HOUR
SENIOR PROJECT MANAGER	\$98.00
PROJECT MANAGER	\$86.00
GENERAL SUPERINTENDENT	\$98.00
SUPERINTENDENT	\$86.00
PROJECT ENGINEER	\$52.00
SECRETARIAL/CLERK	\$35.00
FIELD ENGINEER	\$52.00
TIME KEEPER/JOB ACCOUNTING	\$35.00
SAFETY OFFICER	\$58.00
CRANE OPERATOR	\$46.00
SENIOR FOREMAN	\$52.00
FOREMAN	\$50.00
CARPENTER	\$40.00
PIPELAYER	\$40.00
HELPER	\$35.00
LABORER	\$32.00

Wharton-Smith will bill the project as T&M as much as possible, however monthly non-jobsite general conditions, and travel and lodging that are related to the project will be billed as a separate item.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,

WHARTON-SMITH, INC.


Patrick Reynolds
Project Manager

5601 Seventy Seven Center Drive, Suite 120 Charlotte, NC 28217 | Phone: (704) 525-5695 | Fax: (704) 525-5697

FL - CG C032669 | AL - 45684 | LA - 52227 | MS - 18232MC | GA - GCCO 001333 | NC - 38755 | SC - G97817 | TN - 62419 | VA - 2705121584A

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Economic Development Incentive Fund

From: Laura Altizer, Budget & Performance Manager **Meeting Date:** May 6, 2019

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

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A budget amendment is being requested to appropriate funds for the Economic Development Incentive Fund.

BACKGROUND:

The approved budget estimated that the city would be able to satisfy incentive agreements within the budgeted amount of \$475,000. Planned incentives for two companies for FY 2018 were not ready to be finalized until FY 2019. An additional \$125,000 is requested to be appropriated so that the incentives can be completed.

BUDGET IMPACT:

The funding will be appropriated from available fund balance in the Economic Development Incentive Fund.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks Council to approve the budget amendment.

**“AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUNDS FOR THE
ECONOMIC DEVELOPMENT INCENTIVE FUND**

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

Section 1. Funding is needed to complete approved incentives in the Economic Development Incentive Fund.

Section 2. In order to recognize and appropriate these funds, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Economic Development Incentive Fund revenue be amended as follows:

Appropriated Fund Balance	\$125,000
---------------------------	-----------

(B) That Economic Development Incentive Fund expenditures be amended as follows:

Incentives	\$125,000
------------	-----------

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 May 6, 2019

CITY OF HIGH POINT

AGENDA ITEM



Title: Construction Manager at Risk (CMAR) Professional Services
Garney Companies, Inc. DBA Garney Construction
Catalyst Project – Elm St.
Change Order 2

From: Terry Houk – Public Services Director
Derrick Boone – Public Services Asst. Director
Robby Stone – Public Services Asst. Director
Meeting Date: May 6, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Change Order Documents

PURPOSE:

To approve Change Order No. 2 to the Garney Companies, Inc. to cover owner contingency items for the Elm Street construction and additional Construction Manager at Risk (CMAR) management and administration fees to complete the sanitary sewer line on Lindsay Street. Also, to approve additional Guaranteed Maximum Price (GMP) to complete the construction of the water line, sanitary sewer line and storm sewer on Lindsay Place and West English Road adjacent to the Catalyst project.

BACKGROUND:

On February 5, 2018, City Council award a contract to Garney Company, Inc. as the CMAR to provide support to the Public Service Department in upgrading and/or replacing infrastructure that would be impacted by the Catalyst Project.

The Public Services Department is now requesting approval of Change Order 2 to perform the water, sewer and stormwater improvements on West English Road, Lindsay Street, Lindsay Place and owner contingency items for the Elm Street construction.

BUDGET IMPACT:

Funds for this change order are available in the FY 2018-19 budget.

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council approve Change Order 2 to Garney Companies, Inc. in the amount of \$3,867,682.18.



Hazen and Sawyer
4011 WestChase Boulevard, Suite 500 • Raleigh, NC 27607

May 1, 2019

Mr. Terry Houk
Public Services Director
City of High Point
211 S. Hamilton Street
High Point, NC 27261

Re: Change Order No. 2
City of High Point Mixed Use Development - CMAR
City of High Point, North Carolina
CHP Contract 29-012418
Hazen No.: 32140-010

Dear Mr. Houk,

Please find a digital copy of Change Order No. 2 for the City of High Point Downtown Mixed Use Project - Utility Improvements enclosed. This change order is to cover Owner Contingency items for the construction on Elm St, the additional CMAR management and administration fees to complete the sanitary sewer line on Lindsay St from station 0+00 to 6+50, and the additional Guaranteed Maximum Price to complete the construction of the water line, sanitary sewer line, and storm drain on Lindsay Place and West English Rd. The CMAR experienced various conflicts and issues while constructing the water, sewer and storm improvements on Elm Street, which are detailed in the attachments. This change order captures the additional costs and days required to address the conflicts, along with the additional costs and days required to install the water line, sanitary sewer line, and storm drain on Lindsay St, Lindsay Place and English Rd.

The total amount for Change Order #2 is \$3,867,682.18 and 343 calendar days. A breakdown of the changes is presented in the table on the next page.



Contract Task No.	Amount	Calendar Days
Original Contract Value	\$89,131.00	-
Change Order # 1 (Approved August 28, 2018)	\$3,265,862.13	170
Change Order # 2		
Elm St Conflicts Part 1a	\$62,553.48	17
Elm St Conflicts Part 1b	\$29,666.21	8
Elm St Conflicts Part 2	\$16,209.09	8
Lindsay St Sewer Installation	\$136,313.40	86
Lindsay Place and English Rd GMP	\$3,622,940.00	224
Subtotal for Change Order #2	\$3,867,682.18	343
Revised Total Contract Amount	\$7,222,675.31	513

The backup to the Engineer's Determination on the Contractor's proposed change orders is attached. Please contact me at (336) 478-3378 if you shall have any questions or require additional information.

Regards,

Aaron Babson, PE
Senior Associate

Enclosures

Cc: Terry Houk, City of High Point, North Carolina
Christy Nelson, P.E., Hazen and Sawyer

Date of Issuance: May 1, 2019
 Owner: City of High Point, NC
 Contractor: Garney Companies, Inc., DBA Garney Construction
 Engineer: Hazen and Sawyer
 Project: Downtown Mixed Use Project – Utilities Improvements

Effective Date:
 Owner's Contract No.: 29-012418
 Contractor's Project No.: 2264
 Engineer's Project No.: 32140-010
 Contract Name: Lindsay/English GMP

The Contract is modified as follows upon execution of this Change Order:

Description: Contractor will provide the services outlined in the attached documents to construct the water, sewer, and storm improvements inside the designated project area per the contract documents for Lindsay Place and English Rd. This change order also captures the additional costs and days required to address additional cost items for Elm St Construction and CMAR management and admin fees to install approximately 650 ft of sanitary sewer on Lindsay St.

Attachments:
 Appendix A: Change Order Support Documentation and Terms;
 Appendix B: Garney Construction Guaranteed Maximum Price;
 Appendix C: Contract Documents;
 Appendix D: Payment and Performance Bonds

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>89,131.00</u>	Original Contract Times: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> : \$ <u>3,265,862.13</u>	Increase from previously approved Change Order No. <u>1</u> : Substantial Completion: <u>February 1, 2019</u> Ready for Final Payment: <u>February 14, 2019</u>
Contract Price prior to this Change Order: \$ <u>3,354,993.13</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 1, 2019</u> Ready for Final Payment: <u>February 14, 2019</u>
Increase of this Change Order: \$ <u>3,867,682.18</u>	Increase of this Change Order: Substantial Completion: <u>343 days</u> Ready for Final Payment: <u>343 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>7,222,675.31</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>January 23, 2020</u> Ready for Final Payment: <u>January 23, 2020</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Senior Associate</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>			
Date: <u>05/01/19</u>	Date: <u>[Signature]</u>	Date: <u>05/01/19</u>			

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

CITY OF HIGH POINT

AGENDA ITEM

**Title: Contract Award 2019-002 Storm System Improvements (Bid 47-040319)****From:** Keith Pugh, Engineering Services**Meeting Date:**

May 6, 2019

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

February 17, 2019

Advertised By:

Purchasing Division

Attachments: Contract Cover Sheet

PURPOSE:

The Public Services Department and the Engineering Services Department ask City Council to award contract 2019-002 for Storm System Improvements to KRG Utility, Inc.

BACKGROUND:

On Wednesday, April 3, 2019 the City of High Point received bids for Contract ENG-2019-002. We received three responsive bids:

KRG Utility, Inc.	\$765,597.00
Breece Enterprises, Inc.	\$967,110.00
Yates Construction Company	\$998,145.00

The availability date of this contract is immediately upon execution of the contract documents. The completion time for the contract work is 270 consecutive calendar days.

The purpose of this contract is to make storm system improvements in 7 different locations around the city. These projects are being funded through the Stormwater Ongoing Projects account. The following projects are included in this contract:

Lower Regency Dam Repair, Dogwood Court Storm System, Parkwood Circle Storm System, Arbrook Lane Storm System, Madison Street Storm System, Kearns Avenue Dry Pond Construction, and Fairway Drive Storm System.

The contract had to be re-bid due to a lack of bidders on the first attempt. These projects were designed by city staff.

BUDGET IMPACT:

Funding is available in the 2018-2019 Annual Budget.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve the contract to KRG Utility in the amount of \$765,597.00 for Storm System Improvements.



FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Engineering Services

COUNCIL AGENDA DATE: May 6, 2019

BID NO.: 47-040319 CONTRACT NO.: 2019-002 DATE OPENED: Apr 3, 2019

DESCRIPTION:

Storm sewer system improvements in 7 various locations around the city. Funding for the projects will come from the Stormwater Ongoing Projects fund. The intent of these projects is to correct and/or maintain stormwater flow.

PURPOSE:

There are 7 projects on this contract: Lower Regency Dam Repair, Dogwood Court, Parkwood Circle, Arbrook Lane, Madison Street, Fairway Drive, Kearns Avenue,

COMMENTS:

The city had to re-bid the work. We did not receive enough bids to open on the first attempt.

RECOMMEND AWARD TO: KRG Utility, Inc. AMOUNT: \$765,597.00

JUSTIFICATION:

We received three bids for the work: the lowest responsive bidder being KRG Utility at \$765,597.00 the other two bidders were Breece Enterprises at \$967,110.00 and Yates Construction company at \$998,145.00

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
671732	533701	671001000305	40202	\$765,597.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: B. Keith Pugh, PE, PWLF Digitally signed by B. Keith Pugh, PE, PWLF Date: 2019.04.30 10:51:00 -04'00' DATE: Apr 30, 2019

The Purchasing Division concurs with recommendation submitted by the Engineering Services and recommends award to the lowest responsible, responsive bidder KRG Utility, Inc. in the amount of \$ 765,597.00

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.05.01 07:43:32 -04'00' DATE: May 1, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.05.01 08:05:05 -04'00' DATE: May 1, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.05.01 09:43:38 -04'00' DATE: May 1, 2019

AFFP
NOTICE OF PUBLIC HEARING

Affidavit of Publication

STATE OF NORTH CAROLINA }
COUNTY OF GUILFORD }

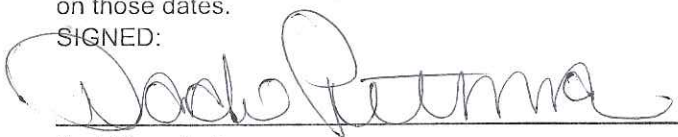
Dache Pittman, being duly sworn, says:

That she is the billing clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on

January 28, 2019

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

SIGNED:


the billing clerk

Subscribed to and sworn to me this 28th day of January 2019.


Barbara Daniels, Notary, Guilford County, North Carolina

My commission expires: February 01, 2022

30145612 30849973

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



**NOTICE OF
PUBLIC HEARING**

PLEASE TAKE NOTICE that the High Point City Council will hold a Public Hearing on February 4, 2019 at 5:30 p.m. at the High Point Municipal Building located at 211 South Hamilton Street, High Point, North Carolina in the High Point City Council Chambers, Third Floor. The purpose of the meeting is to receive public comment concerning the acquisition of property pursuant to the provisions of N.C.G.S. 158-7.1. The City Council intends to approve a property acquisition and expend City funds from the General Capital Projects Fund totaling \$1,168,340. The property is suitable for commercial use and acquisition shall be in fee simple. The property to be acquired are more fully described as:

Lot B of 224 N. Lindsay St.
\$ 209,340
211 W. English Rd. 165,000
207 W. English Rd. 160,000
201 W. English Rd. 634,000

These property acquisitions shall increase the taxable property, employment, industrial output, and business prospects of the City.

Lisa B. Vierling
City Clerk
Jan. 28, 2019