

City of High Point

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



Meeting Agenda

Thursday, April 15, 2021

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Mayor Pro Tem, Chair

Committee Members:

Michael Holmes

Monica Peters

Victor Jones

Jay Wagner, Mayor (Alternate)

As part of the City of High Point's on-going COVID-19 mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public can listen to the meeting as it is being live-streamed by clicking on the following link www.HighPointNC.gov/VirtualPublicMeeting.

FINANCE COMMITTEE - Mayor Pro Tem Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

- [2021-137](#) Resolution - High Point Police Department Donation - West End Ministries
City Council is requested to adopt a resolution approving the donation of surplus appliance and office furniture to West End Ministries for use at the community women's homeless shelter and authorize the City Manager or his designee to execute all necessary documents.
Attachments: [1. HPPD Donation - West End Ministries](#)
- [2021-138](#) Ordinance - Budget Amendment - Sale of Property
City Council is requested to approve a budget amendment in the amount of \$140,101.00 to appropriate funds from the sale of property to cover additional expenses and purchases of foreclosed properties as part of the Core City Redevelopment program.
Attachments: [2. Sale of Property Revenue - Budget Ordinance](#)
- [2021-139](#) Resolution - Authorization of Installment Financing Contract for Fleet Vehicle Equipment Replacement
City Council is requested to adopt a resolution authorizing the execution of an installment financing contract for Fleet Services to replace various public service fleet vehicles.
Attachments: [2a. Installment Financing Resolution Fleet Services](#)
- [2021-140](#) Contract - Matt's Janitorial Services, Inc.
City Council is requested to award a contract extension for one (1) year to Matt's Janitorial Services, Inc. in the amount of \$100,560.00 to provide custodial services at eight (8) Parks & Recreation facilities.
Attachments: [3. Matt's Janitorial Contract Extension P&R](#)
- [2021-141](#) Grant Application - PARTF Parks & Recreation Trust Fund
City Council is requested to certify and approve a PARTF Grant application in the amount of \$500,000 to assist with funding for the City Lake Park Phase 1 renovations.
Attachments: [4. PARTF App Authorization P&R](#)
- [2021-142](#) Contract - Sharpe Brothers - Street Resurfacing
City Council is requested to award a contract to Sharpe Brothers, A

Division of Vecellio & Grogan, Inc. in the amount of \$2,773,980.09 for the resurfacing of specific streets identified and that the appropriate City official be authorized to execute all necessary documents.

Attachments: [5. City Streets Resurfacing](#)

[2021-143](#)

Contract - Summit Design & Engineering Services - (CEI) Contract Administration & Construction Engineering & Inspection - City of High Point Streets Resurfacing Project

City Council is requested to award a contract to Summit Design and Engineering Services in the amount of \$116,200.00 for Contract Administration and Construction Engineering & Inspection (CEI) services for the annual City of High Point Streets Resurfacing Project.

Attachments: [6. Engineering & Inspection - City Streets Resurfacing](#)

[2021-144](#)

Resolution - Upset Bid - Sale of City Owned Property - 1523 Willard Ave & 1002 Gordon St

City Council is requested to adopt a resolution accepting an offer of \$16,500.00 and authorize the sale of the properties located at 1523 Willard Avenue and 1002 Gordon Street through the upset bid procedure of N.C.G.S. 160A-269 and directs the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Attachments: [7. Sale of City Owned Properties Willard and Gordon](#)

[2021-153](#)

Resolution - Support of the Community Project Funding for the High Point Shelter & Day Center in the US House Appropriations Committee

City Council is requested to adopt a resolution in support of the Community Project Funding for the High Point Shelter & Day Center in the US House Appropriations Committee.

Attachments: [7A. Resolution in Support of Homeless Shelter and Day Center](#)

[2021-154](#)

Resolution - Support of the High Point Multi-Modal Connector Greenway in the US House Appropriations Committee

City Council is requested to adopt a resolution in support of the Community Funding Project for the High Point Multi-Modal Connector Greenway.

Attachments: [7B. Resolution in Support Connector Greenway](#)

PUBLIC HEARING

[2021-145](#)

Public Hearing - Project Fleet - High Point Economic Development Corporation

Monday, April 19, 2021 at 5:30pm is the date and time established to receive public comments regarding a request for City Council to approve performance based incentives up to the amount of \$320,000 for RUD Fleet Corporation project to be located at 209 N. Main Street and authorize the City Manager to execute a performance agreement containing

benchmarks for the company to achieve and a schedule for the payment of such incentives.

Attachments: [8. RUD Fleet Corp EDC Public Hearing](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Custodial Contract – Matt’s Janitorial Services, Inc.

From: Lee Tillery –Parks and Recreation Director

Meeting Date: April 19, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Bid Contract Extension Memo April 2021

PURPOSE:

Extension of an expiring contract with Matt’s Janitorial Services, Inc. to provide custodial services at eight different Parks and Recreation facilities. The extended contract will represent one additional year from July 1, 2021 to June 30, 2022 at a cost of \$100,560.00.

BACKGROUND:

In the last five years, Parks and Recreation has transitioned to custodial contracts for the cleaning service of several facilities. The facilities outlined in this contract include the Piedmont Environmental Center, Northpoint Administrative Offices, Washington Terrace Community Building, Deep River, Oakview, Morehead, Southside, and Allen Jay Recreation Centers. We have been satisfied with work completed by Matt’s the last several years and are recommending a one year extension to this contract. The price exceeds \$90,000 and therefore needs City Council approval.

BUDGET IMPACT:

Funds for these services are included in the operating budget in for Parks and Recreation.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve contract extension for one year to Matt’s Janitorial Services, Inc in the amount of \$100,560.00.

Financial Services Department

Purchasing Division

RACHEL KAPLAN, CLGPO
CONTRACTS ADMINISTRATOR



TO: Brian Matthews
Matt's Janitorial Service Inc
212 Lane Drive
Trinity NC 27370
oldserge98@yahoo.com

FROM: Rachel Kaplan
Contracts Administrator

DATE: April 19, 2021

SUBJECT: Extend Bid Contract

Our records indicate the contract for **Bid # 48-053117** for **Janitorial Services** for the Parks and Recreation department will expire on **June 30, 2021**.

The City of High Point is hereby offering to extend this contract at the quoted price of **\$100,560.00** for a one-year period beginning **July 1, 2021** and ending **June 30, 2022**. Please note the City of High Point shall not be obligated to purchase in excess of its normal requirements, as these are estimated quantities. Purchase orders for this contract will be issued as needed. **This offer is pending council approval.** Please note this is to include for the following locations:

Piedmont Environmental Center	\$ 4,980.00
Deep River Rec	\$ 9,300.00
Oakview Rec Center	\$ 9,000.00
Morehead Rec Center	\$ 8,700.00
Washington Terrace	\$ 7,800.00
Southside Rec	\$43,200.00
Allen Jay Rec Center	\$ 9,300.00
Northpoint Administrative Office	\$ 8,280.00

Please acknowledge your acceptance of this contract extension offer by signing below. Please return by **Friday, May 7, 2020** to the City of High Point, Purchasing Division, rachel.kaplan@highpointnc.gov or fax to 336.822.7004.

The undersigned accepts the City's offer to extend **Bid #48-053117** for **Janitorial Services** for the Parks and Recreation department until **June 30, 2022**.

City of High Point, North Carolina

Matt's Janitorial Services Inc.

By: _____
Randy E. McCaslin, Interim City Manager

Signature: _____ Date: _____

Printed Name: _____

If you have any questions regarding this letter or contract, please email rachel.kaplan@highpointnc.gov or call 336.883.3261. Thank you for your continued interest in serving the City of High Point.

CITY OF HIGH POINT

AGENDA ITEM



Title: ERP Application Support

From: Eric Xavier, Assistant Director of IT Services

Meeting Date: January 19, 2021

Public Hearing: No

Advertising Date /

Advertised By:

Attachments: Infor_Service_Agreement_3YR__COHP

PURPOSE:

The City's enterprise resource planning (ERP) application, Infor Lawson, requires ongoing technical support as provided by the publisher's exclusive service provider, RPI Consultants, LLC.

BACKGROUND:

The Department of IT Services is recommending the City of High Point enter into a three (3) year technical support agreement with RPI Consultants, LLC to continue support for the City's ERP application, *Lawson* by Infor. The City relies on the ERP application to perform numerous mission-critical functions including human resource management, benefits & retirement management, payroll processing, vendor management, and execution of nearly all operational aspects of the City's Financial Services Department. The on-demand services provided by RPI Consultants support the Department of IT Services' systems analysts charged with maintaining efficient, reliable, and secure function of the ERP application and its interconnected systems.

BUDGET IMPACT:

The City of High Point will use funds in the FY2020/21, FY2021/22, FY2022/23, and FY2023/24 budgets throughout a three (3) year technical support agreement with RPI Consultants, LLC. The term begins on February 01, 2020 and ends on January 31, 2023. Support is billed monthly at a fixed cost of \$4,875.00; the total cost of the agreement is \$175,500.00.

The budgetary impact over the agreement term is as follows:

FY2020/21	\$24,375.00
FY2021/22	\$58,500.00
FY2022/23	\$58,500.00
FY2023/24	\$34,125.00

RECOMMENDATION / ACTION REQUESTED:

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



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



City of High Point

Infor Lawson On-demand Services

For Infor Lawson environments

Statement of Work

Prepared For:

Claire Robinson

Systems Analyst

P: 336-883-3422

claire.robinson@highpointnc.gov

Prepared By:

Jeff Brewster

Sales & Solution Executive

M: 912-695-2799

jbrewster@rpic.com

RPI Consultants

101 N Haven Street, Suite 201

Baltimore, MD 21224-1636

<http://www.rpic.com>

Friday, January 8, 2021

VALID FOR 90 DAYS



101 N Haven St Suite 201
Baltimore, Maryland 21224



Claire Robinson

Systems Analyst
211 South Hamilton Street
High Point, NC 27260

RE: RPI Consultants Infor Lawson On-demand Services Statement of Work

Date: Friday, January 8, 2021

Dear Claire,

We are pleased to provide this Statement of Work to deliver Infor Lawson On-demand Services and greatly appreciate the opportunity!

Behind this Statement of Work is a dedicated team of true industry veterans with wide ranging technical and functional experience. With RPI Consultants, you get the benefit of an entire team working together to identify and address your business's biggest challenges and to support the realization of your organization's goals.

We are proud of our consultants and proud of our record. We have successfully delivered hundreds of projects, large and small, for clients using Infor/Lawson across a broad spectrum of industries. Our insight and experience allows us to offer targeted, prioritized solutions that will help transform your business processes and position your organization for success. We look forward to working with you and adding your name to our growing list of satisfied clients.

Thank you again for this opportunity.

Sincerely,

Jeff Brewster

Jeff Brewster

Sr. Sales & Solution Executive

RPI Consultants

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Overview

This Statement of Work ("SOW") represents a new project-based engagement between RPI Consultants LLC ("RPI") and City of High Point ("Client" or "High Point"). The purpose of this document is to define requirements, services, costs, and other information relevant to the work to be completed by RPI, assuming successful execution of this agreement.

Under the assumptions of this SOW, RPI will provide professional services in support of the following objectives:

- + **Infor Lawson On-demand Services**

Introduction

RPI will provide On-demand Services for Infor or Lawson and related software to City of High Point. RPI's services are comprised of support coordination, break/fix incident resolution, and support requests for applications listed in Appendix A.

Term of SOW

The term of this SOW shall be for a period of **thirty-six (36) months** starting **February 01, 2020** and ending on **January 31, 2023**. The SOW can be terminated by either party with a 90-day notice.

Scope

This section describes the work that is considered In-Scope and Out-of-Scope for the On-demand Services under the terms of this SOW.

Services In-Scope

The services to be provided by RPI are based upon the criteria documented in Appendix A. All services defined in this SOW only apply to the environments and systems listed. If these criteria change during the course of delivering the services, RPI will address alterations to the scope of this SOW through the Service Change Management Process defined herein.

Delivery Management Services

Throughout the term of this engagement RPI will manage the reporting of progress and delivery of all services defined herein. RPI's Support Coordinator will be the primary liaison with City of High Point for all engagement communications, issue resolution, escalation, risk mitigation, resource management, and service change management.

The delivery management materials to be provided throughout the engagement are:

	Responsibility
Monthly status report Status report containing open and closed tickets during the reporting period	RPI Support Coordinator
Service Change Management Status Report containing information on changes to In-Scope Services that will affect the delivery of the service and SLA	RPI Support Coordinator

Support Services

RPI will support the in-scope applications as defined in the Appendix A of this SOW. Support and Maintenance is comprised of the following services.

Service Desk

RPI will provide a systematic process to City of High Point to enter services requests and report incidents, as well as to document escalation procedures for both functional and hierarchal response, describing procedures and contact information for each level of escalation. This is a tier 2 support model. City of High Point will triage issues from end-users and have a designated group of people who interact directly with the RPI on-demand services team. RPI uses Cayzu as the incident management system and City of High Point will use this tool to initiate support requests. City of High Point will have the ability to enter incidents, service requests, and access historical incident information via a self-service portal.

On-demand Support

The RPI support services team will address requests for the delivery of a service (capability, information, training, user demonstration, etc.) submitted to RPI of in-scope services. RPI will resolve user queries, answer questions, research problems, and provide estimates for possible projects.

Services Out-Of-Scope

Work not specifically listed above as In-Scope or not included in Appendix A of this SOW is considered Out-of-Scope for this SOW. RPI will address alterations to the scope of this SOW through the Service Change Management Process defined herein.

The following services are specifically not within RPI's scope of service:

1. Job submission and job scheduling
2. Proactive Maintenance of Infor platforms and/or applications
3. Support and maintenance of end-user and desktop hardware, software, and peripherals including handhelds related to the MSCM software.
4. Maintenance and operation of City of High Point telecommunications equipment and connection to Infor's Cloud

5. New application development or other large initiatives

Service Schedules

The schedule for the services to be provided within scope of this SOW are defined in the SLA.

Service Change Management

The following service change management process will be used to manage alterations to the baseline scope, schedule, and cost of the services or changes to any other aspect of the engagement operations that has a potential impact to the scope, schedule, or cost. RPI will not perform out of scope work or services until a Change Request has been approved.

Change Request Process

1. Notification of intended changes will be communicated in writing via a Change Request (CR) form and provide justification for the change and the impact to the services.
2. City of High Point approver will approve or reject the change request within five (5) business days from the receipt of the CR.
3. If the City of High Point approver does not approve or reject the CR within five (5) business days from the receipt of the CR and does not communicate a timeframe in which a decision will be made, the requested change will be considered deferred.
4. City of High Point will designate approvers and alternates responsible for approving CRs.

Roles & Responsibilities

Based on the scope of the project, the following roles and responsibilities may be assigned to complete work on the project. Roles and responsibilities may be expanded or consolidated depending on the skill sets of the assigned client resources.

Project Responsibilities	
RPI Consultants Responsibilities	
Account Manager The Account Manager is overall responsible for the management of sales and relationships with the client	+ Overall account management, sales and relationships + Services Escalation + Assist with Services Quality Assurance + Assist client with new business requests
Engagement Manager The Engagement Manager is responsible for project delivery quality assurance and escalation.	+ Resource management + Services quality assurance + Issue escalation resolution
Support Coordinator The Project Coordinator is the primary point of contact and responsible for all major project documentation.	+ Status reports and meeting agendas + Budget, issue, and timeline tracking / reporting + Issue Escalation

Senior Technical and Application Consultants RPI's Senior Technical Consultants are certified Infor product and solution experts that lead solution design.	+ Tier 3 Product and technical issue escalation
Technical & Application Consultants Technical and Application Consultants are Infor solution experts that complete implementation tasks.	+ Tier 2 Technical and Functional issue resolution + Technical and Functional service requests + System training and education
Business & System Analysts Business & Systems Analysts are responsible for documentation, quality assurance testing, and core product configuration.	+ Support Consultant activities in addition to Support Coordinator as needed
High Point Responsibilities	
Service Manager High Point's Service Manager is the primary point of contact and works directly with the RPI Project Coordinator.	+ Acts as a single point of contact for High Point + Coordinates and directs day-to-day activities for High Point team members supporting this On-demand Services engagement + Evaluate RPI's Deliverables
Infor System Administrator The System Administrator assumes ownership of the Infor environments.	+ Technical SME for High Point + Perform administrative tasks as needed + Assists in Knowledge Transfer
IT Team The IT Team is responsible for tasks related to hosting, server maintenance and networking, database administration, and other IT/IS related activities.	+ Resolve network issues + Complete technical tasks not available to RPI + Coordinate across IT/IS team as necessary + Maintain all necessary software subscription licenses and keep all software maintenance agreements active during the entire term of service

Service Level Agreement (SLA)

At RPI we understand that responsiveness is a key element in a successful relationship. We strive to respond to all incidents immediately if possible and offer a response service level agreement detailed in Appendix B.

Infor Lawson On-demand Services Cost Summary

Based upon the described scope of services, responsibilities, SLAs, and assumptions contained in this SOW, RPI's fees for Infor Lawson on-demand services to Client for the SOW term are listed below. RPI has provisioned an **hour block of 900 hours for the SOW Term of 36 Months** to use at any point over the course of the term.

RPI will invoice at the beginning of each month a fixed monthly fee noted in the schedule. In the off chance that the Client's usage of hours are heavily accelerated over the course of the term, RPI reserves the right to submit a true up invoice to cover the hours worked not invoiced.

If Client does NOT utilize all 900 hours in the hour block by the end of the SOW term, the remaining balance is forfeited (no roll-over). If Client utilizes all hour block hours before the end of the SOW Term, Client has the option to use additional hours on a T&M basis invoiced using the blended hourly rate of \$195/hour.

Service	Description	Monthly Fee
Infor Lawson On-demand Services with Response SLA (Block of 900 hours for SOW Term of 36 Months)	Fixed monthly fee for on-demand support hours	\$4,875/month
	Total for 36 Months	\$175,500

Out of Scope Services

Any support requests outside of break/fix that require 120 or more hours of effort will be considered outside the scope of this SOW. If City of High Point desires additional services to those defined as in scope for this SOW, RPI will provide an estimate of such services via the Service Change Management processes defined herein. Such services will be performed on a Time and Materials basis, using the rate card below unless otherwise specified above.

Rate Card

RPI charges rates based upon Resource Level. The rate card for this statement of work is provided below:

Resource Level	Hourly Rate
Partners & Practice Directors	\$220
Senior Technical Consultants	\$205
Senior Project Managers & Senior Application Consultants	\$195
Project Managers, Technical Consultants, Functional Consultants	\$175
Business & Systems Analysts	\$145

Above rates valid through December 31, 2021.

Terms & Conditions

The following Terms & Conditions shall be considered binding for any services provided by RPI to High Point relevant to the work outlined in this Statement of Work.

1. Invoicing and Remittance Terms

1.1 Billing and Payment Terms

Payment terms: RPI invoices are submitted monthly and due within 15 days of receipt.

All travel and out-of-pocket expenses will be billed as actuals. Out-of-pocket expenses include such items as travel, lodging, airport parking, and/or mileage at the rate published by the IRS. All expenses shall be reimbursed for actual out-of-pocket amounts, with the exception of meals. Meals shall be reimbursed based on current GSA standard per diem rates.

1.2 Interest and Late Payments

Any amounts remaining unpaid for more than 30 days from the issue date shall accrue interest at a rate of the lesser of 1.5% per month or the highest rate allowed by law.

2. Assumptions & Constraints

2.1 Services not in Scope

Any services not explicitly defined in this Statement of Work under Services in Scope may be considered out of scope. Additional services may incur additional costs at the agreed upon rate. Significant changes in scope may be quoted separately and executed through a scope change document.

2.2 Contracts and Agreements

This SOW assumes that this is the only contractual document required for the engagement, unless other documents are presented.

3. Disclaimer, Liability, and Warranty

3.1 Disclaimers

RPI Consultants shall not be liable for any damage resulting from loss of data, loss of profits, and loss of use of products or equipment or for any incidental or consequential damages. The Client's right to recover damages caused by RPI Consultants' fault or negligence shall be limited to monies actually paid by the Client for the services rendered.

3.2 Limitation of Liability

In providing these services, RPI Consultants shall not be liable for incidental or consequential damages of any kind. The warranty of good workmanship shall be the only warranty expressed or implied by this agreement. RPI shall not be liable for delays or failures in performance with respect to this agreement due to: causes beyond its control, Acts of God, epidemics, war, riots, strikes, delays in transportation or part shortages, or inability for causes beyond its control to obtain necessary labor, materials, or manufacturing facilities.

RPI or RPI's service agent's liability on any claim, whether based on contract, warrant, tort (including negligence) or otherwise, arising out of, or connected with this agreement, shall in no event exceed the amount of the service billings associated with it. In no event shall RPI or RPI service agents be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of substitute facilities, equipment or service, downtime costs, customer data, or claims by customers of Client for such damages.

4. Client Responsibilities

4.1 Access and Security

RPI will be given all necessary access to the servers, typically including VPN and/or RDP access. Should the Client prefer certain items to be done via screen sharing (e.g. GoToMeeting, Webex) additional hours may be required.

4.2 Scheduling and Resource Availability

The Client will be responsible for scheduling necessary resources and attending all scheduled design meetings. The Client will also be responsible for working independently to complete deliverables and finalize requirements.

4.3 System Administrators

Due to the architectural nature of enterprise solutions, the Client will identify one or more System Administrator(s) who will have administration and management privileges. This resource will be expected to be involved closely with all phases of the project.

Appendix A – Service Parameters

This Appendix defines the parameters for the services defined in this SOW. Any changes to the parameters below could constitute a change in scope and will be on-demand via the Service Change Management process defined previously.

System Environment

Infor Lawson Environment	
Infor/Lawson Applications	Infor OS (Ming.le), Lawson System Foundation (LSF), Landmark, Infor BI – 2 environments PROD and DEV

Services

Applications Support	
Core Application Support	Finance & HCM S3 Applications, Requisition Center, MS Excel Add-ins, Infor BI, IPA, IPD, Rich Client, LID, Lawson Portal, Ming.le, ISS,
Ancillary Application Support	BSI Tax Factory
Application Support Services Included	On-demand support services for in scope Environment and applications
Service Management	
Support Coordinator (%FTE)	<5% FTE
Service Status Reporting (frequency)	Monthly
Status Meetings	Monthly
Cayzu Accounts (# required)	Already Established Client
Or are we supposed to use Client's ITSM system	N/A
Hour block	Up to 900 hours over a 36-month term

Appendix B – Service Level Agreement

At RPI we understand that responsiveness is a key element in a successful relationship. We strive to respond to all incidents immediately if possible and offer a response service level agreement detailed below:

Type	Severity/ Priority	Response Time	
		During Business Hours	Outside of Business Hours
Incidents	Critical	1 Hour	1 Hour
	High	2 Hours	2 Hours
	Medium	4 Business Hours	4 hours into Next Business Day
	Low	8 Business Hours	4 hours into Next Business Day
Service Request	All	4 Business Hours	4 hours into Next Business Day

Business hours are defined as 8:00 AM – 6:00 PM Eastern Time during weekdays excluding major holidays. Our consultants are available to be on standby during non-business hours, provided at least 5 business days advanced notice.

After hours are defined as 6:01PM – 7:59 AM Eastern Time during weekdays, Saturdays, Sundays & RPI Holidays.

RPI Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

Severity Level Definitions

Severity Level	Business Impact
Critical	An Incident affecting a business-critical application or service that affects a high number of Users and for which a delay in restoration of service is not acceptable. Needs to be resolved as soon as possible. Major impact on more than one person or VIP. An outage or a major loss of functionality of a business-critical application.
High	An Incident affecting a business important application or service is significantly degraded wherein a high number of Users cannot carry out normal work responsibilities, no alternative is available, and for which a delay in restoration of service is not acceptable.
Medium	An Incident affecting normal (non-critical or important) applications and a limited number of Users. System or component is down or degraded, but requester can carry out normal work responsibilities and/or temporary alternative is available.
Low	An Incident with low or no visibility that has no direct impact on systems, Customers, Users, or revenue.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR TWO CITY PROPERTIES
LOCATED AT 1523 WILLARD ROAD AND 1002 GORDON ROAD, HIGH POINT, NC**

WHEREAS, The City of High Point ("City") owns two vacant lots located at 1523 Willard Avenue (Parcel No. 193298) and 1002 Gordon Street (Parcel No. 183836). 1523 Willard Road consists of approximately 9,147 square feet (0.21 acre) in size and 1002 Gordon Road consists of approximately 10,454 square feet (0.24 ac.) in size ("Properties"); and

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

WHEREAS, Sterling Real Estate Development of NC, LLC has made an offer of \$16,500.00 for the Property and paid the required five percent (5%) deposit on their offer;

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

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

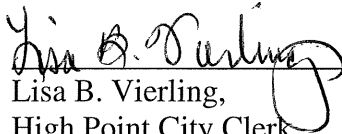
7. The terms of the final sale are that

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

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

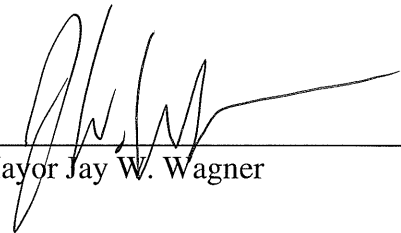
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Sterling Real Estate Development of NC, LLC.

Adopted this the 19th day of April, 2021.



Lisa B. Vierling,
High Point City Clerk





Mayor Jay W. Wagner

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract Administration and Construction Engineering & Inspection (CEI)
for City of High Point Streets Resurfacing, Bid 11-040121

From: Terry Houk – Public Services Director
Robby Stone – Asst. Director Public Services
Allan Hicks – Projects Engineer

Meeting Date: April 19, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Proposal

PURPOSE:

The Public Services Department will require Contract Administration and Construction Engineering & Inspection (CEI) services for the annual City of High Point Streets Resurfacing Project and would like for Summit Design and Engineering Services to perform these duties.

BACKGROUND:

The City of High Point staff has traditionally performed Contract Administration and Construction Inspection for the annual Streets Resurfacing project. The contract documents, quantities, maps, and bidding process were performed by City Staff earlier this year. The Public Services Construction Inspector resigned in early January 2021 and we have been unable to find a qualified replacement. The contract completion date is October 1, 2021.

Summit Design and Engineering Services is a qualified consultant within the On-Call list to perform these duties as many of their employees are retired NCDOT staff. They also perform inspection and contract administrative duties for similar NCDOT and municipal asphalt projects. This request will cover full-time (9 hrs./day) inspection and part-time (10 hrs./week) contract administration for the duration of the resurfacing project.

BUDGET IMPACT:

Funds for this project are available in the FY 2020-2021 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends that Council approve this request under the On-Call Master Agreement RFQ 09-090617 (approved by Council 10/02/2017) for Summit Design and Engineering Services in the amount of \$116,200.00.

April 7, 2021

Mr. C. Allan Hicks, PE
Public Services Dept.
Projects Engineer
City of High Point
211 S Hamilton, Room 210
High Point, NC 27260

Subject: Cost Proposal to Provide Lead Inspector and Contract Administration for 2021 Resurfacing Contract:

Summit Design and Engineering Services is pleased to submit this scope and fee proposal to provide a lead inspector and contract administration for the City of High Point's 2021 Streets Resurfacing Contract. Based on previous emails and discussions with the City, Mr. Hicks, we have provided an anticipated scope and fee proposal below for review and approval.

Scope of Work:

1. Construction Engineering and Inspection Services (Lead Inspector)

- a. Provide on-site lead inspector to oversee the 2021 Streets Resurfacing Contract.
 - i. The lead inspector will ensure compliance to the contract and project specifications, maintain a project diary of daily activities, maintain pay records, maintain materials received reports, inspect traffic control, and communicate any issues to the Contract Administrator and City of High Point.
 - ii. Lead inspector will have all required certifications and necessary experience.
- b. Anticipated number of hours for services:
 - i. Duration = May 10th to October 8th
 - 1. 20 weeks at 45 hours per week = 900 hours

2. Construction Engineering and Inspection Services (Contract Administrator)

- a. Provide contract administration services for the 2021 Streets Resurfacing Contract.
 - i. The Contract Administrator will assist the City of High Point with ensuring proper execution of all contract documents, organize and make agenda for

the preconstruction conference, review and verify contractor pay applications, process change orders and supplemental agreements for project construction, schedule and conduct monthly progress meetings as necessary, review submittals, communicate project issues to the City of High Point, submit project records to the City of High Point, assist in the preparation of project closeout.

- b. Anticipated number of hours for services:
 - i. Duration = May 10th to October 8th
 - 1. 20 weeks at 10 hours per week = 200 hours

Fee:

- 1. On-Call Construction Engineering and Inspection Service:
 - a. We have provided a budgetary cost estimate of **\$116,200.00** for the services as described in the above Scope of work and will not exceed this cost without prior authorization from the City of High Point.
 - b. Loaded Labor Rates for Proposed Staff:
 - i. Loaded Labor Rates include all applicable overhead and profit.
 - ii. Mark Carter (TT IV) - \$104.00/Regular Hourly, \$122.00/Overtime Hourly
 - 1. Primary Inspector.
 - iii. Jason Pegram (Service Manager) - \$104.00 Hourly Loaded Rate.
 - 1. Contract Administrator
 - c. Direct Costs
 - i. No Direct Costs are anticipated for the project (truck fee is included in loaded rate).

Inspector Hourly Loaded Rate (A)	Hours Anticipated (B)	Estimated Cost (A*B)
\$104.00/Hour (Reg. Hours)	800 Hours	\$83,200.00
\$122.00/Hour (Overtime Hours)	100 Hours	\$12,200.00
Contract Admin. Hourly Loaded Rate (A)		
\$104.00/Hour	200 Hours	\$20,800.00
	Total	\$116,200.00

Summit Design and Engineering Services, PLLC greatly appreciates the opportunity to provide this proposal to you. We trust the scope of work and fee proposal herein addresses your needs for the project and provides insight into the anticipated cost of professional services. Please advise if you need additional information. Summit welcomes the opportunity to discuss this further.

Summit Design and Engineering Services, PLLC is available to provide additional services in conjunction with this project, which may be unforeseen at this stage in the project. Any additional services requested by the City, which are not specifically outlined in the Scope of Work, can be provided on an hourly basis, or negotiated as an amendment to this proposal.

Should you have any questions or require additional information, please contact me at (336) 524-4536 or by e-mail at randy.chandler@summitde.net

Respectfully Submitted,

Randy Chandler
Area Manager

randy.chandler@summitde.net
Summit Design and Engineering Services, PLLC
Mobile Number: (336) 524-4536

CITY OF HIGH POINT

AGENDA ITEM



Title: Sale of Property Budget Ordinance

From: Stephen M. Hawryluk
Budget and Performance Manager

Meeting Date: April 19, 2021

Public Hearing: No

Advertising Date / N/A

Advertised By: -

Attachments: Budget Ordinance

PURPOSE:

To appropriate revenue received from the sale of property.

BACKGROUND:

For the period July 1, 2020 through March 31, 2021, the City of High Point has received \$140,101 in revenue from the sale of property.

The proposed amendment appropriates these funds to cover additional expenses and purchases of foreclosed properties as part of the Core City Redevelopment program.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTIONS REQUESTED:

The Financial Services Department recommends and asks the City Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE REVENUE RECEIVED FROM THE SALE OF PROPERTY

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

Section 1. The City of High Point has received \$140,101 from the sale of property and will use the revenue for additional expenses and purchases of foreclosed properties.

Section 2. The 2020-2021 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Community Development & Housing revenues be amended as follows:

Sale of Land and Buildings	\$140,101
----------------------------	-----------

(B) That the following Community Development & Housing expenditures be amended as follows:

Land and Right-Of-Way Costs	\$140,101
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by High Point City Council, this the 19th day of April 2021

Mayor, Jay W. Wagner

ATTEST

Lisa B. Vierling,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Public hearing for RUD Fleet

From: Interim Director Sandy Dunbeck and
Vice President Marshall Yandle,
High Point Economic Development

Meeting Date: April 19, 2021

Public hearing: yes

Advertising Date: April 8, 2021

Attachments: legal notice

Advertised by:
High Point Economic Development

PURPOSE:

The High Point City Council is asked to consider a request from RUD Fleet Corporation, to authorize performance-based incentives based upon the targeted downtown office policy for a project at 209 North Main Street in the amount of \$320,000.

PROJECT & BACKGROUND:

RUD Fleet is a current High Point business focused in the transportation and logistics industry. The company is located at 1200 Eastchester Drive and provides services to make vehicles ready upon delivery.

- The company is considering the lease of a building at 209 N Main Street in High Point.
- 10 jobs could move to the new location immediately. 20 new jobs to be created over four years.
- Average annual wages will be \$44,000.
- Building Improvements of \$100,000 will be made prior to move in. Office upfits will be made to convert from showroom to office of \$150,000 for total upfits of \$250,000
- The High Point Economic Development staff recommends that High Point City Council consider authorizing cash grant targeted downtown office performance based incentives of \$320,000.

BUDGET IMPACT:

The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION / ACTION REQUESTED:

The High Point Economic Development staff recommends that City Council authorize performance-based incentives for the project of up to \$320,000 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that the High Point City Council will hold a public hearing on Monday, April 19, 2021 at 5:30 pm. Due to major equipment upgrades to the Council Chambers, this meeting will be a virtual meeting in which all participants, including the City Council and staff, will participate remotely.

The purpose of the hearing is to receive public input on a prospective funding request for local incentives. A company proposes to locate and expand at 209 N Main Street, High Point, NC, and invest or cause to be invested \$250,000 in building improvements and upfits, while retaining 10 existing jobs and creating 20 additional full-time jobs. The High Point City Council will consider incentives of \$320,000 for the project. The High Point source of funding is the Economic Development Incentive Fund which is funded by general and electric revenues.

The meeting will be live-streamed. Once the City Council is in session on April 19, 2021 at 5:30 p.m., please visit www.HighPointNC.gov/VirtualPublicMeeting to listen to the meeting.

For members of the public who wish to submit public comments, public comments can be submitted by:

- Calling 336-883-3522 and leaving a message, or by
- Emailing written comments to publiccomment@highpointnc.gov, or by
- Dropping written comments off in the City of High Point's utility payment drop-boxes located in the Green Drive and the Commerce Avenue parking on both sides of the Municipal Building located at 211 S. Hamilton Street.

The public comments received will be forwarded to the Mayor and City Council and attached as a permanent part of the proceedings of the April 19, 2021 City Council Meeting.

In accordance with recently adopted legislation regarding public hearings at remote meetings, after the public hearing is held, the required 24-hour waiting period will be open before a vote can be taken on this matter. During that time, the public can submit any additional comments on the subject matter for the public hearing.

Please note that the deadline for submitting comments for public hearings will be 24 hours after the public hearing is held by the City Council.

Questions? Please contact the City Clerk's Office at 336-883-3536 or 336-883-3690.

April 8, 2021

RESOLUTION APPROVING DONATION OF SURPLUS APPLIANCES AND OFFICE FURNITURE TO WEST END MINISTRIES PURSUANT TO N.C.G.S. 106A-280

WHEREAS, the City of High Point owns appliances and office furniture which are no longer useful to the City and should be declared as surplus to the City's needs; and

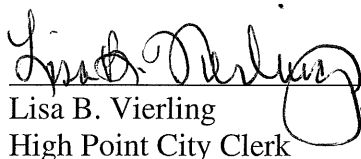
WHEREAS, N.C.G.S. 106A-280 authorizes a governmental unit in this state to donate to another governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused; and

WHEREAS, the City of High Point has determined that it is in the best interest of the City to convey the appliances and office furniture to West End Ministries for use at their community women's homeless shelter located in High Point, North Carolina, and deems it wish to do so for no consideration; and

NOW, THEREFORE, BE IT RESOLVED, by the High Point City Council that (1) the furniture identified above is hereby declared to be surplus to the needs of the City of High Point based upon its age and condition; and

BE IT FURTHER RESOLVED, that the High Point City Council hereby approves the donation of the surplus equipment, and that the City Manager, or his designee, is hereby authorized to execute on behalf of the City of High Point, the necessary documents to convey ownership of the above-described equipment by donation to West End Ministries for use at their community women's homeless shelter located in High Point, North Carolina pursuant to the provisions set forth in N.C.G.S. 106A-280.

Adopted by the High Point City Council this the 19th day of April 2021.


Lisa B. Vierling
High Point City Clerk




Jay W. Wagner, Mayor

The City Council of the City of High Point, North Carolina met in 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 April 19, 2021.

Present: Mayor Jay W. Wagner, presiding, Mayor Pro Tem Britt W. Moore, and Council Members: Tyrone E. Johnson, Cyril Jefferson, Monica Peters, Christopher Williams, Wesley Hudson, Victor Jones, and Michael Holmes

Absent: None

Also Present: Randy McCaslin, Interim City Manager; JoAnne Carlyle, City Attorney; And Lisa Vierling, City Clerk

* * * * *

Mayor Pro Tem Britt W. Moore introduced the following resolution, the title of which was read and a copy of which had been distributed to each Council Member:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS VEHICLES FOR THE CITY OF HIGH POINT, NORTH CAROLINA

BE IT RESOLVED by the City Council (the "City Council") of the City of High Point, North Carolina (the "City") as follows:

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

(a) There exists in the City a need to finance the cost of various vehicles (collectively, the "Equipment").

(b) The City has determined that the most efficient manner of financing the Equipment will be through the entering of an Installment Financing Agreement (the "Agreement") with Banc of America Public Capital Corp (the "Lender") pursuant Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the City in an amount sufficient to pay the costs of financing the Equipment and paying certain financing costs relating thereto, and the City will repay the advancement in installments, with interest (the "Installment Payments").

(c) In order to secure its obligations under the Agreement, the City will execute and deliver a Security Agreement, dated as of the date of delivery thereof (the "Security Agreement"), granting a security interest in the Equipment.

(d) There has been presented to the City Council at this meeting drafts of the Agreement and the Security Agreement.

Section 2. In order to provide for the financing of the Equipment, the City is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in the principal amount of \$1,846,000. The City shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the installment payments shall be designated as principal and interest as provided in the Agreement.

Section 3. The City Council hereby approves the Agreement and the Security Agreement in substantially the forms presented at this meeting. The Mayor, the City Manager and the Financial Services Director of the City are each hereby authorized to execute and deliver on behalf of the City said documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the City Council of any such changes. The City Clerk or any

Deputy or Assistant City Clerk of the City is hereby authorized and directed to affix the official seal of the City to said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the City in any action for breach of any contractual obligation authorized pursuant to this resolution and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 5. The Mayor, the City Manager, the Financial Services Director and the City Clerk of the City, and any other officers, agents and employees of the City, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 6. This resolution shall take effect immediately upon its adoption.

Upon motion of Mayor Pro Tem Britt W. Moore, seconded by Council Member Monica Peters, the foregoing resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS VEHICLES AND EQUIPMENT FOR THE CITY OF HIGH POINT, NORTH CAROLINA" was adopted by the following vote:

Ayes: Mayor Jay W. Wagner, Mayor Pro Tem Britt W. Moore, and Council Members:
Tyrone E. Johnson, Cyril Jefferson, Monica Peters, Christopher Williams, Wesley Hudson,
Victor Jones, and Michael Holmes

Noes: None

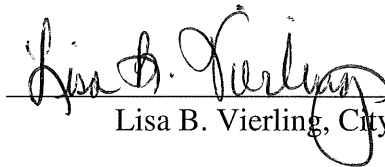
* * * * *

I, Lisa B. Vierling, MMC, City Clerk of the City of High Point, North Carolina, DO
HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City
Council of said City at a regular meeting held on April 19, 2021, as it relates in any way to the
adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said
City Council.

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

WITNESS my hand and official seal of said City this 19th day of April 2021.





Lisa B. Vierling, City Clerk

CITY OF HIGH POINT RESOLUTION

A RESOLUTION SUPPORTING THE COMMUNITY PROJECT FUNDING FOR THE HIGH POINT SHELTER AND DAY CENTER IN THE US HOUSE APPROPRIATIONS COMMITTEE

WHEREAS, The City of High Point has supported efforts to provide services for the homeless population in the City; and

WHEREAS, The City of High Point has a consistent population of those who are homeless living in the City; and

WHEREAS, The City wishes to support services provided by local non-profit and community groups; and

WHEREAS, The City of High Point does not have a single, comprehensive facility that would accommodate the provision of multiple services at one site; and

WHEREAS, The City does not have a Day Center for those who are homeless; and

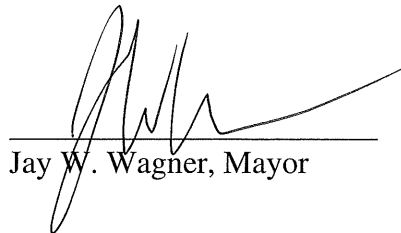
WHEREAS, The City of High Point supports the efforts of Open Door Ministries of High Point to provide a new, expanded Shelter and Day Center; and

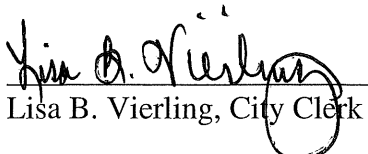
WHEREAS, a location needs to be acquired for a new center to be designed and constructed.

RESOLVED, The City of High Point supports the Community Funding Project for the High Point Shelter and Day Center and requests that it be approved and pledges to continue work to find affordable and safe housing for our residents.

Adopted by High Point City Council this 19th day of April 2021 in High Point, North Carolina.




Jay W. Wagner, Mayor


Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Furniture Donation- West End Ministries

From: J. Travis Stroud, Interim Chief of Police

Meeting Date: April 5, 2021

Public Hearing: N/A

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

Attachments: Resolution
Photos of Appliances & Office Furniture

PURPOSE:

The Police Department is requesting consideration for approval to donate surplus appliances and office furniture to West End Ministries for use at their community women's homeless shelter.

BACKGROUND:

West End Ministries began as a grass roots movement and has grown into a multi-dimensional outreach program committed to improving the quality of life and providing resources to countless underprivileged citizens in the West End and greater High Point community. The local nonprofit agency operates with assistance from community partners and the community support.

The High Point Police Department will move into a new Headquarters located at 1730 Westchester Drive High Point, NC this year. Currently additional work and meeting space is leased from Charis TCP Industrial, LLC. A written termination of lease has been submitted and accepted by the Landlord. There is a refrigerator, microwave, dishwasher, tables, chairs, and podium on site which are no longer useful and should be declared surplus. The donation will include 43 serviceable cushion chairs, 7 red plastic chairs, 14 tables, and other various "pleather" chairs. The Department deems donating these items to the nonprofit agency a viable way to repurpose them.

BUDGET IMPACT:

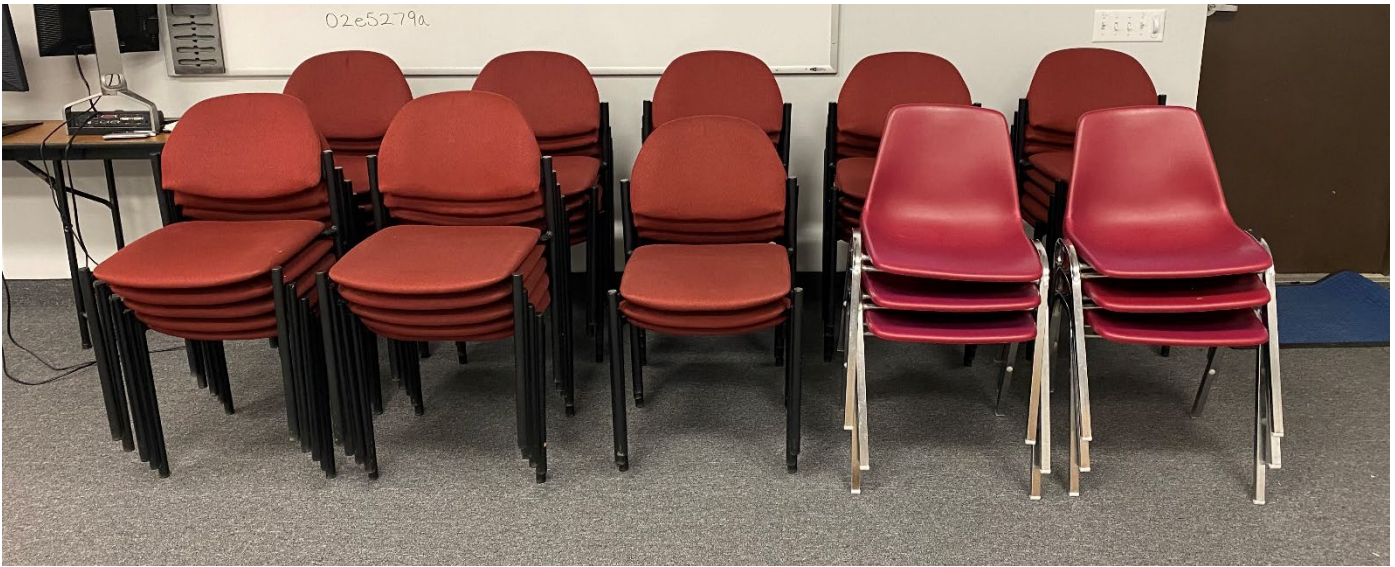
None.

RECOMMENDATION / ACTION REQUESTED:

The Police Department recommends and asks the City Council to adopt a Resolution approving the donation of the surplus appliances and office furniture to West End Ministries for use at their community women's homeless shelter in High Point, North Carolina and authorize the City Manager or his designee to execute all necessary documents.

J. Travis Stroud
Interim Chief of Police





**RESOLUTION APPROVING DONATION OF SURPLUS APPLIANCES AND OFFICE
FURNITURE TO WEST END MINISTRIES PURSUANT TO N.C.G.S. 106A-280**

WHEREAS, the City of High Point owns appliances and office furniture which are no longer useful to the City and should be declared as surplus to the City's needs; and

WHEREAS, N.C.G.S. 106A-280 authorizes a governmental unit in this state to donate to another governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused; and

WHEREAS, the City of High Point has determined that it is in the best interest of the City to convey the appliances and office furniture to West End Ministries for use at their community women's homeless shelter located in High Point, North Carolina, and deems it wish to do so for no consideration; and

NOW, THEREFORE, BE IT RESOLVED, by the High Point City Council that (1) the furniture identified above is hereby declared to be surplus to the needs of the City of High Point based upon its age and condition; and

BE IT FURTHER RESOLVED, that the High Point City Council hereby approves the donation of the surplus equipment, and that the City Manager, or his designee, is hereby authorized to execute on behalf of the City of High Point, the necessary documents to convey ownership of the above-described equipment by donation to West End Ministries for use at their community women's homeless shelter located in High Point, North Carolina pursuant to the provisions set forth in N.C.G.S. 106A-280.

Adopted by the High Point City Council this the 5th day of April 2021.

Jay W. Wagner, Mayor

Lisa B. Vierling
High Point City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Supporting Community Project Funding for the High Point Shelter and Day Center in the US House Appropriations Committee

From: Greg Ferguson, Assistant City Manager

Meeting Date: April 19, 2021

Public Hearing: NA

**Advertising Date /
Advertised By:** NA

Attachments: Resolution
High Point Shelter & Day Center Handout

PURPOSE:

City staff submitted two projects under the newly open federal Community Project Funding process (Congressional Earmarks). The deadline did not allow a resolution of support to be considered by City Council prior to the submittal. Representative Manning's office has indicated that a resolution can still be submitted.

BACKGROUND:

The City would need to provide a match and staff has identified those funds, should the projects be funded.

BUDGET IMPACT:

Up to \$1,500,000 in local project costs and City funds are available.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to adopt a resolution in support of the Community Project Funding for the High Point Shelter & Day Center in the US House Appropriations Committee that the appropriate City official and/or employee be authorized to execute all necessary documents.

CITY OF HIGH POINT

RESOLUTION

A RESOLUTION SUPPORTING THE COMMUNITY PROJECT FUNDING FOR THE HIGH POINT SHELTER AND DAY CENTER IN THE US HOUSE APPROPRIATIONS COMMITTEE

WHEREAS, The City of High Point has supported efforts to provide services for the homeless population in the City; and

WHEREAS, The City of High Point has a consistent population of those who are homeless living in the City; and

WHEREAS, The City wishes to support services provided by local non-profit and community groups; and

WHEREAS, The City of High Point does not have a single, comprehensive facility that would accommodate the provision of multiple services at one site; and

WHEREAS, The City does not have a Day Center for those who are homeless; and

WHEREAS, The City of High Point supports the efforts of Open Door Ministries of High Point to provide a new, expanded Shelter and Day Center; and

WHEREAS, a location needs to be acquired for a new center to be designed and constructed.

RESOLVED, The City of High Point supports the Community Funding Project for the High Point Shelter and Day Center and requests that it be approved and pledges to continue work to find affordable and safe housing for our residents.

Adopted by High Point City Council this 19th day of April 2021 in High Point, North Carolina.

[SEAL]

Jay W. Wagner, Mayor

Lisa B. Vierling, City Clerk

High Point Shelter & Day Center for the homeless

This facility would serve as the homeless services center for High Point and facilitate service delivery in one location with partner agencies. providing a permanent, quality base for services to both men and women and allow Open Door Ministries to increase their scope of work.

- Permanent housing locator and resources
 - Family reunification
 - Case management
- Support for mental and physical health care through collaboration

PARTNERSHIP

Shelter & Day Shelter
Partnership includes the
following entities:

The City of High Point
Open Door Ministries
Federal Government

AMOUNT REQUESTED

Amount requested and
breakdown of total costs:

\$ 1M | City of High Point
\$ 1M | Local non-profit
\$ 3M | Federal appropriation

PROJECT CONTACT

The City of High Point
Assistant City Manager
Greg Ferguson

P.O. Box 230 | High Point, NC
336.883.8515
greg.ferguson@highpointnc.gov



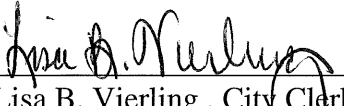
CITY OF HIGH POINT RESOLUTION

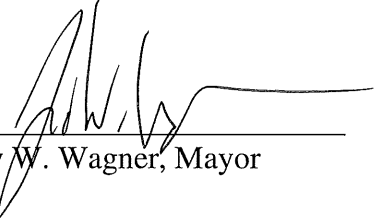
A RESOLUTION SUPPORTING THE HIGH POINT MULTI-MODAL CONNECTOR GREENWAY IN THE US HOUSE APPROPRIATIONS COMMITTEE

- WHEREAS,** The City of High Point developed a major greenway in the City; and
- WHEREAS,** The City of High Point has a High Point Greenway Plan that supports connectivity with additional segments; and
- WHEREAS,** The City wishes to connect the existing High Point Greenway to the Center City and to the Southwest Heritage Greenway; and
- WHEREAS,** The City of High Point believes this project will enhance equitable access to outdoor recreation, economic development, and safe, healthy, active transportation; and
- WHEREAS,** the project aligns with other major investments made by the City and its partners, including the Truist Point Stadium, the High Point Library, and the High Point Market; and
- WHEREAS,** in a 2020-2021 High Point public comment form, 90% of local residents said that greenways were very important to them; and
- WHEREAS,** a connection needs to be made to link to further development of the greenway in the Southwest of the City.
- RESOLVED,** The City of High Point supports the Community Funding Project for the High Point Multi-Modal Connector Greenway and requests that it be approved for funding.

Adopted by High Point City Council this 19th day of April 2021 in High Point, North Carolina.




Lisa B. Vierling, City Clerk


Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Supporting the High Point Multi-Modal Connector Greenway in the US House Appropriations Committee

From: Greg Ferguson, Assistant City Manager

Meeting Date: April 19, 2021

Public Hearing: NA

**Advertising Date /
Advertised By:** NA

Attachments: Resolution
Greenway Handout

PURPOSE:

City staff submitted two projects under the newly open federal Community Project Funding process (Congressional Earmarks). The deadline did not allow a resolution of support to be considered by City Council prior to the submittal. Representative Manning's office has indicated that a resolution can still be submitted.

BACKGROUND:

The City would need to provide a match and staff has identified those funds, should the projects be funded.

BUDGET IMPACT:

Up to \$1,500,000 in local project costs and city funds are available.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to adopt a resolution in support of the Community Project Funding for the High Point Multi-Modal Connector Greenway in the US House Appropriations Committee and that the appropriate City official and/or employee be authorized to execute all necessary documents.

CITY OF HIGH POINT RESOLUTION

A RESOLUTION SUPPORTING THE HIGH POINT MULTI-MODAL CONNECTOR GREENWAY IN THE US HOUSE APPROPRIATIONS COMMITTEE

- WHEREAS,** The City of High Point developed a major greenway in the City; and
- WHEREAS,** The City of High Point has a High Point Greenway Plan that supports connectivity with additional segments; and
- WHEREAS,** The City wishes to connect the existing High Point Greenway to the Center City and to the Southwest Heritage Greenway; and
- WHEREAS,** The City of High Point believes this project will enhance equitable access to outdoor recreation, economic development, and safe, healthy, active transportation; and
- WHEREAS,** the project aligns with other major investments made by the City and its partners, including the Truist Point Stadium, the High Point Library, and the High Point Market; and
- WHEREAS,** in a 2020-2021 High Point public comment form, 90% of local residents said that greenways were very important to them; and
- WHEREAS,** a connection needs to be made to link to further development of the greenway in the Southwest of the City.
- RESOLVED,** The City of High Point supports the Community Funding Project for the High Point Multi-Modal Connector Greenway and requests that it be approved for funding.

Adopted by High Point City Council this 19th day of April 2021 in High Point, North Carolina.

[SEAL]

Jay W. Wagner, Mayor

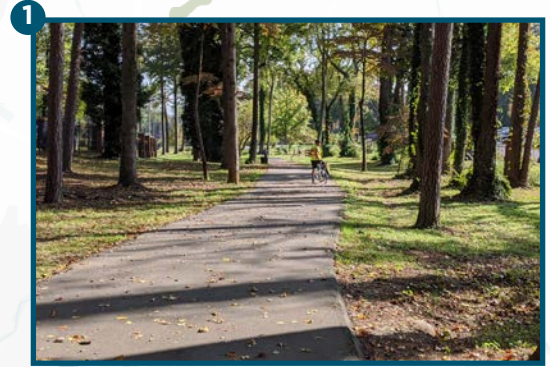
Lisa B. Vierling , City Clerk



HIGH POINT MULTI-MODAL CONNECTOR GREENWAY

HELP US CROSS THE FINISH LINE!

This multimodal connector would bring High Point one step closer to bridging a critical gap from the High Point Greenway to the Southwest Heritage Greenway. The project will enhance equitable access to outdoor recreation, economic development, and safe, healthy, active transportation.



High Point Greenway



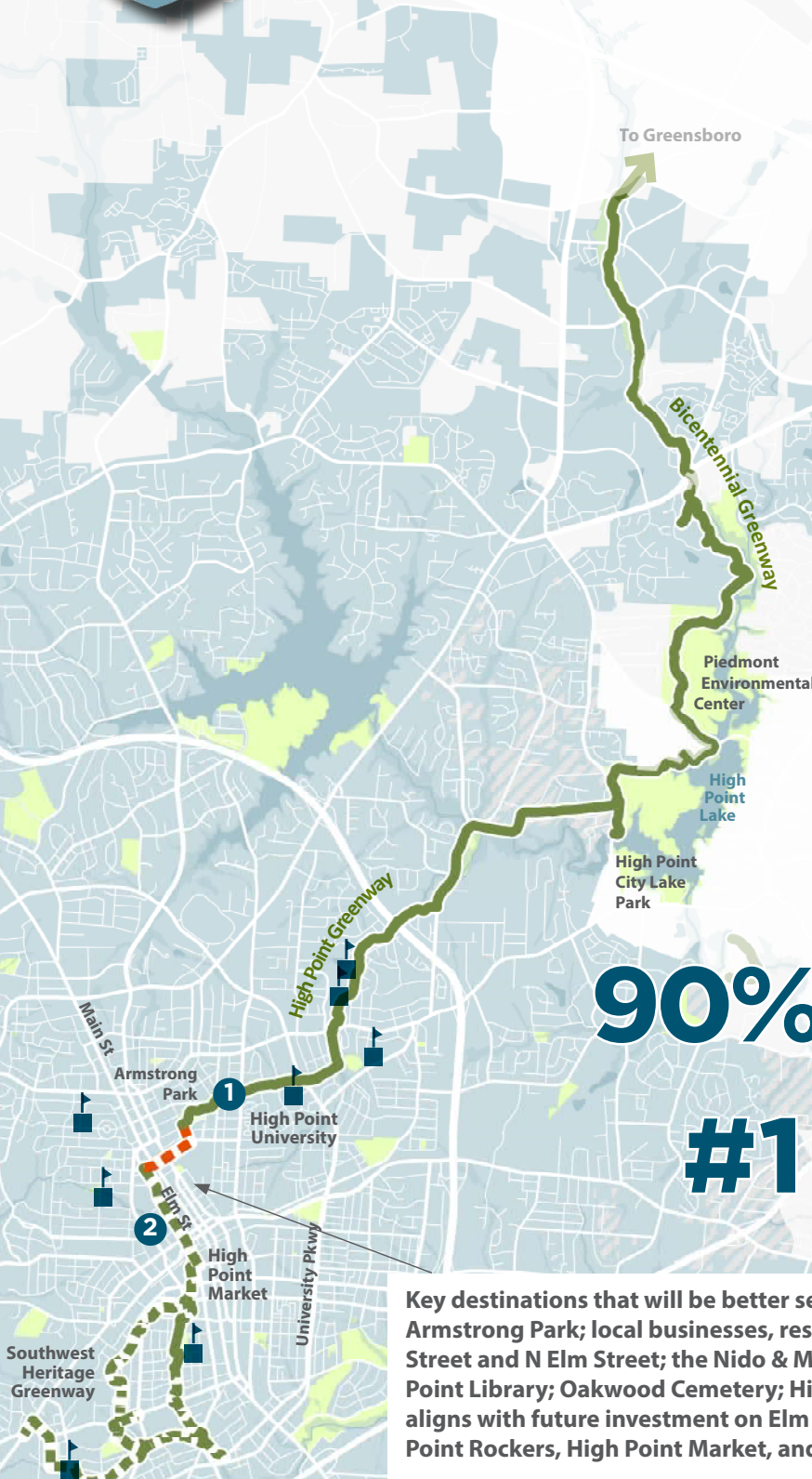
This project aligns with other major investments by the City and its partners, including private development near the ballpark, as well as potential streetscape updates on Montlieu Ave in partnership with High Point University.

In a 2020-2021 High Point public comment form, 90% of local residents responding (from 350+ total) said that greenways are VERY IMPORTANT to them.

December 2020 greenway public workshop participants ranked connectivity between existing greenways as their #1 GOAL for the future of greenway system in High Point.

90%
#1

Key destinations that will be better served and connected by this project include Armstrong Park; local businesses, restaurants, and services on and near N Main Street and N Elm Street; the Nido & Mariana Qubein Children's Museum; the High Point Library; Oakwood Cemetery; High Point Medical Center. This key link also aligns with future investment on Elm St, connecting to Truist Point Ballpark/High Point Rockers, High Point Market, and the Southwest Heritage Greenway.



THE PROJECT

BLAIN ST & MONTLIEU AVE
(from the High Point Greenway at Armstrong Park to Children's Museum at N Hamilton St)



This residential section will use sidewalks, crosswalks, traffic calming, shared lane markings, and wayfinding signs to better connect people to and from the greenway.

MONTLIEU AVE & SUNSET DR
(from the Children's Museum at N Hamilton St to the High Point Library at Elm St)



This commercial section will use the existing street right of way on Montlieu Ave to add a landscaped sidepath for safer, family-friendly walking and biking.



The project will connect to other planned walking and bicycling facilities along N Elm St, and south to High Point Market and the Southwest Greenway.

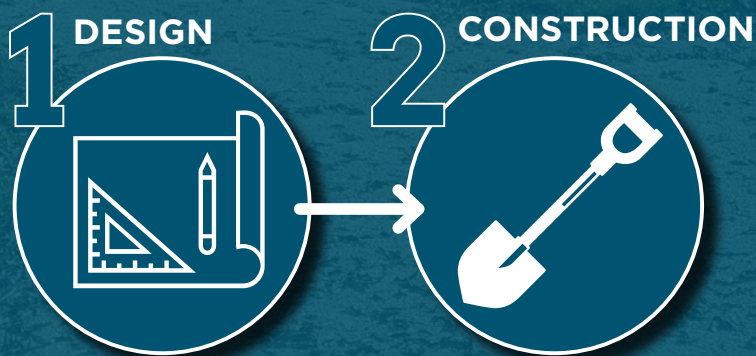
PROPOSED FUNDING

\$1.5M FEDERAL + \$500K HIGH POINT

PROPOSED SCOPE

This funding will help the City design the multimodal connector, and build it.

The project would use public right-of-way, allowing it to move more quickly than other projects requiring land acquisition or easements. Preliminary planning, conceptual cross-sections, and renderings have been completed. The City has a dedicated team of planners, engineers, and administrators prepared to see this project through to success, as they have demonstrated through a proven record of success with past greenway projects.



**FOR MORE
INFO CONTACT**

GREG FERGUSON, ASSISTANT CITY MANAGER
EMAIL: GREG.FERGUSON@HIGHPOINTNC.GOV
PHONE: 336-883-8515

"AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE REVENUE RECEIVED FROM THE SALE OF PROPERTY

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

Section 1. The City of High Point has received \$140,101 from the sale of property and will use the revenue for additional expenses and purchases of foreclosed properties.

Section 2. The 2020-2021 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Community Development & Housing revenues be amended as follows:

Sale of Land and Buildings	\$140,101
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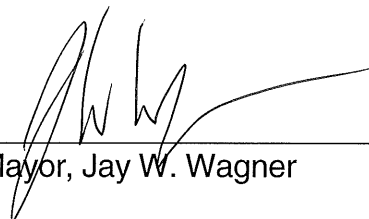
(B) That the following Community Development & Housing expenditures be amended as follows:

Land and Right-Of-Way Costs	\$140,101
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

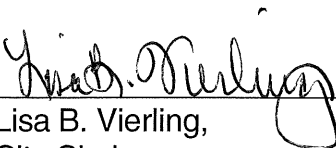
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 19th day of April 2021



Mayor, Jay W. Wagner

ATTEST



Lisa B. Vierling,
City Clerk



EQUIPMENT INSTALLMENT FINANCING AGREEMENT

This Equipment Installment Financing Agreement (the "Agreement") dated as of May 21, 2021, and entered into between Banc of America Public Capital Corp, a Kansas corporation ("Lender"), and the City of High Point, North Carolina, a city, a municipal corporation existing under the laws of the State of North Carolina ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser is a duly and validly created, organized and existing governmental entity under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, Purchaser has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of personal property, including property to be affixed or attached to real estate as fixtures; and

WHEREAS, Purchaser has requested Lender to advance certain funds to enable Purchaser to finance the purchase certain Equipment (as hereinafter defined) described herein (or to reimburse Purchaser for the costs of such purchase) and Purchaser desires to obtain such advance from Lender; and

WHEREAS, Purchaser is authorized under the Constitution and laws of the State to enter into this Agreement hereto for the purposes set forth herein; and

WHEREAS, the governing body of Purchaser has authorized the execution and delivery of this Agreement pursuant to a resolution adopted by the governing board of the Purchaser on April 19, 2021; and

WHEREAS, the obligation of Purchaser to make Installment Payments (as hereinafter defined) and other payments required under this Agreement shall constitute a limited obligation payable solely from currently budgeted appropriations of Purchaser and shall not constitute a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of Purchaser hereunder, Purchaser desires to grant a security interest in the Equipment for the benefit of the Lender; and

WHEREAS, no deficiency judgment may be rendered against Purchaser in any action for breach of a contractual obligation under this Agreement, and the taxing power of Purchaser is not and may not be pledged in any way, directly or indirectly or contingently to secure any moneys due under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means \$1,846,000.

“Acquisition Period” means the period stated in the Schedule during which the Proceeds attributable to this Agreement may be expended on Equipment Costs, as such period may be extended with the consent of the Lender.

“Agreement” means this Equipment Installment Financing Agreement, including the Schedule and the other exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 12.05.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means May 21, 2021, the date on which the Acquisition Amount is deposited into the Project Account designated by the Purchaser as set forth in Section 3.01.

“Contract Rate” means the rate identified as such in the Schedule.

“Equipment” means the property listed in the Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment listed in the Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Purchaser, subject to the security interest granted to Lender in this Agreement, and otherwise incurred in connection with the financing of the Equipment as provided herein; provided that any such soft costs on a cumulative basis shall not exceed twenty percent (20%) of the total cost of the Equipment.

“Event of Default” means an Event of Default described in Section 11.01.

“Event of Non-appropriation” means the failure of Purchaser’s governing body to appropriate or otherwise make available funds to pay Installment Payments under this Agreement, or the amendment of a previously adopted budget to delete the funds to make such payments.

“Installment Payments” means the basic installment payments payable by Purchaser under this Agreement pursuant to Section 4.01, consisting of a principal component and an interest component.

“Installment Payment Date” means each date on which the Purchaser is required to make an Installment Payment under this Agreement, as specified in the Installment Payment Schedule.

“Installment Payment Schedule” means the Installment Payment Schedule attached hereto substantially in the form of Exhibit A-1 attached to this Agreement.

“Lender” means (a) the entity referred to as Lender in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lender in and to this Agreement (including Installment Payments thereunder) pursuant to Section 10.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lender to perform under this Agreement.

“Material Adverse Change” means (a) any change in Purchaser’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Purchaser, or (ii) Purchaser’s ability to perform its obligations under this Agreement or (b) a downgrade in Purchaser’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Service or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Purchaser’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Purchaser for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Optional Prepayment Date” means the date described in Section 4.01(b).

“Prepayment Price” means, with respect to the Equipment listed on the Schedule, the amount that Purchaser may pay to Lender to prepay the outstanding Acquisition Amount as contemplated in Sections 4.01 and 8.01.

“Purchaser” means the entity referred to as Purchaser in the first paragraph of this Agreement.

“Schedule” means the Schedule of Property substantially in the form of Exhibit A hereto together with the Installment Payment Schedule attached thereto.

“State” means the State of North Carolina.

“Taxable Rate” means the rate identified as such in each Installment Payment Schedule.

“Term” means the period from the Commencement Date for this Agreement until the final Installment Payment is paid hereunder, as set forth in the Installment Payment Schedule, or until this Agreement is otherwise terminated.

“Vendor” means any manufacturer or supplier of the Equipment or any other person, as well as the agents or dealers of any manufacturer or supplier with whom Purchaser has arranged the acquisition and installation of the Equipment to be financed by Lender pursuant to this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Section 2.01. Representations and Covenants of Purchaser. Purchaser represents, covenants and warrants for the benefit of Lender on the date hereof as follows:

(a) Purchaser is a municipal corporation duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Purchaser has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation.

(e) Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Purchaser of the Equipment as provided herein.

(f) During the Term, the Equipment will be used by Purchaser only for the purpose of performing essential governmental or proprietary functions of Purchaser consistent with the permissible scope of Purchaser's authority. Purchaser does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Installment Payment scheduled to be paid under this Agreement.

(g) Purchaser has kept, and throughout the Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within two hundred seventy (270) days of its fiscal year end, (ii) such other financial statements and information as Lender may reasonably request, and (iii) at Lender's request, Purchaser's annual budget for the following fiscal year when approved but not later than thirty (30) days after its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Purchaser's auditor. Credit information relating to Purchaser may be disseminated among Lender and any of its affiliates and any of their respective successors and assigns.

(h) The Equipment described above is essential to the functions of Purchaser or to the services Purchaser provides its citizens; Purchaser has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule, which will be used by Purchaser only for the purpose of performing one or more of Purchaser's

governmental or proprietary functions consistent with the permissible scope of its authority. Purchaser's need for the Equipment is not temporary and Purchaser does not expect the need for any item of the Equipment to diminish during the Term. Purchaser expects and anticipates adequate funds to be available for all future payments due hereunder after the current budgetary period.

(i) The payment of the Installment Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Purchaser) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Purchaser. Purchaser has not entered into any management or other service contract with respect to the use and operation of the Equipment; provided that, Purchaser may enter into a management or other service contract with respect to the use and operation of the Equipment so long as prior to entering such contract, the Purchaser provides evidence satisfactory to the Lender (which may include an opinion of nationally recognized bond counsel) that entering into such contract will not have an adverse effect on the tax-exempt status of the interest component of Installment Payments.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Purchaser's financial condition or impairs its ability to perform its obligations hereunder. Purchaser will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lender may reasonably request in order to protect Lender's security interest in the Equipment and Lender's rights and benefits under this Agreement.

(k) The Purchaser has not failed to appropriate funds to make payments under any lease, installment financing agreement, lease purchase agreement, payment agreement or contract for purchase to which Purchaser has been a party. No event has occurred which would constitute an event of default resulting in a failure to make payment when due on any debt (including general obligation indebtedness or installment financing), revenue bond or other obligation issued by Purchaser or with respect to which Purchaser was obligated to make payments during the past ten (10) years.

ARTICLE III PURCHASE OF EQUIPMENT

Section 3.01. Purchase of Equipment. Subject to the terms of this Agreement and the Schedule, Lender agrees to advance the Acquisition Amount to the Purchaser to be used to acquire the Equipment. Lender will advance the Acquisition Amount to the Purchaser by depositing such funds into a segregated account (the "Project Account") of the Purchaser held at the North Carolina Capital Management Trust. The Purchaser agrees to withdraw amounts from the Project Account only for application from time to time to the payment of Equipment Costs in accordance with the procedures set forth in Section 3.02.

Pending application of funds in the Project Account to pay Equipment Costs, the amounts in the Project Account are subject to a lien and charge in favor of the Lender to secure the Purchaser's obligations to the Lender. The Purchaser grants to the Lender a security interest in the funds and investments on deposit to the credit of the Project Account from time to time. This Agreement is intended as a security agreement between the Purchaser and the Lender with respect to this security interest.

Section 3.02. Disbursement Process. Unless the Project Account is earlier terminated in accordance with the provisions hereof, the moneys held in the Project Account shall be used to pay Equipment Costs upon the prior written consent of the Lender to a written disbursement request prepared by an authorized representative of the Purchaser substantially in the form set forth in Exhibit E attached hereto, together with copies of invoices, title documentation, and such other documentation as the Lender may require. Once all of the Equipment to be purchased with the Acquisition Amount has been delivered to the Purchaser, the Purchaser shall deliver to the Lender an Acceptance Certificate substantially in the form of Exhibit D. All funds in the Project Account shall be expended by the end of the Acquisition Period. Any moneys remaining in the Project Account after the end of the Acquisition Period or following delivery of an Acceptance Certificate with respect to the Equipment, if sooner, may be applied to the next maturing principal component of the Installment Payments until such time as such moneys are expended. Upon the occurrence and continuance of an Event of Default under Section 11.01, the Lender may require any moneys then held in the Project Account to be applied to prepay the principal component of the Installment Payments.

Section 3.03. Conditions to Lender's Performance.

(a) As a prerequisite to the performance by Lender of any of its obligations pursuant to this Agreement, Purchaser shall deliver to Lender the following:

(i) A fully executed Agreement, together with a completed Schedule, executed by Purchaser;

(ii) A Certificate executed by the Clerk or Secretary or other comparable officer of Purchaser, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lender;

(iii) A certified copy of a resolution, ordinance or other official action of Purchaser's governing body authorizing the execution and delivery of this Agreement and performance by Purchaser of its obligations hereunder;

(iv) In the event that Purchaser is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Agreement then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(v) An opinion of counsel to Purchaser in substantially the form attached hereto as Exhibit C respecting this Agreement and otherwise satisfactory to Lender;

- (vi) Evidence of insurance as required by Section 7.02 hereof;
- (vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lender, which Lender deems necessary or appropriate at that time pursuant to Section 6.02;
- (viii) A copy of a fully completed and executed Form 8038-G pursuant to Section 4.05(e);
- (ix) Evidence of the filing of a UCC-1 Financing Statement with respect to the Equipment under the Uniform Commercial Code as in effect in the State;
- (x) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lender's interest thereon (provided that, with respect to any Equipment to be delivered after the Acquisition Amount has been delivered to Purchaser, Purchaser shall provide such certificates of title or application therefor as soon as practicable after delivery of such Equipment to Purchaser);
- (xi) Copies of original invoices (and proofs of payment of such invoices, if Purchaser seeks reimbursement) and bills of sale, if available (if title to Equipment has passed to Purchaser), to the extent required by Section 5.01(b);
- (xii) If applicable, wire instructions for payments to be made to Vendors and Form W 9 from each such Vendor; and
- (xiii) Such other items, if any, as are reasonably required by Lender.

(b) In addition, the performance by Lender of any of its obligations hereunder, including its approval of any disbursement request from the Project Account, shall be subject to: (i) no Material Adverse Change shall have occurred since the date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under this Agreement, (iii) no Event of Non-appropriation under this Agreement shall be threatened and (iv) no other installment financing agreement of the Purchaser shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, Lender will pay the Acquisition Amount for Equipment described in the Schedule to the Purchaser for deposit in the Project Account, to be disbursed in accordance with Section 3.02.

ARTICLE IV INSTALLMENT PAYMENTS

Section 4.01. Installment Payments; Prepayments.

(a) Subject to Section 4.04, Purchaser shall promptly pay Installment Payments, in lawful money of the United States of America, to Lender on the Installment Payment Dates in such amounts as provided in the Installment Payment Schedule. Purchaser shall pay Lender a charge

on any Installment Payment not paid within five (5) days of the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Installment Payments consist of principal and interest components as more fully detailed on the Installment Payment Schedule.

(b) Purchaser shall have the option to prepay its obligations in whole under this Agreement on and after the date specified as the Optional Prepayment Date in the Schedule (the "Optional Prepayment Date"), on the Installment Payment Dates specified in such Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Installment Payments then due under such Schedule. After payment of all amounts owed with respect to this Agreement, the Purchaser will own the Equipment free and clear of any interest of Lender therein, and Lender's security interests in and to such Equipment will be terminated.

Section 4.02. Interest and Principal Components. A portion of each Installment Payment is paid as, and represents payment of, interest at the rate set forth in the Schedule, and the balance of each Installment Payment is paid as, and represents payment of, principal. The Installment Payment Schedule sets forth the principal and interest components of each Installment Payment payable under this Agreement during the Term.

Section 4.03. Appropriation. Purchaser intends, subject to Section 4.04, to pay the Installment Payments hereunder throughout the Term. The Purchaser affirms that sufficient funds are available for the current fiscal year, and the Purchaser reasonably believes that an amount sufficient to make all Installment Payments during the entire Term can be obtained from legally available funds of Purchaser. The finance officer, manager or other appropriate official of the Purchaser (hereinafter the "Manager") shall include in the initial proposal for each of Purchaser's annual budgets the amount of all Installment Payments due under this Agreement and other payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Manager includes an appropriation for Installment Payments and other payments in a proposed budget, Purchaser may terminate all its obligations hereunder and under this Agreement by not appropriating sufficient funds to make the scheduled Installment Payments and other payments. In the event the governing body of Purchaser determines not to appropriate in its budget an amount sufficient to pay all Installment Payments and reasonably estimated other payments coming due in the applicable fiscal year, or amend its budget to delete such amount during a fiscal year, the governing body of Purchaser shall adopt a resolution specifically deleting such appropriation from the budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the governing body. A copy of such resolution shall be promptly sent to Lender. Such failure to appropriate shall constitute an Event of Default.

Section 4.04. Nonappropriation. (a) The Purchaser is obligated only to pay such Installment Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's then current fiscal year. If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by Purchaser in its budget, the Manager shall deliver to the Lender, within ten (10) days after the adoption of Purchaser's budget for such fiscal year, but not later than fifteen (15) days after the start of such

fiscal year, a certificate from the Manager of Purchaser stating that Purchaser did not make such appropriation, together with the resolution required under Section 4.03.

(b) No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Purchaser within the meaning of the Constitution of the State. This Agreement shall not directly or indirectly or contingently obligate Purchaser to make any payments beyond the amount appropriated, if any, in the sole discretion of Purchaser for any fiscal year in which this Agreement shall be in effect; provided, however, that any failure or refusal by the Purchaser to appropriate funds which results in the failure by the Purchaser to make any payment coming due hereunder will in no way obviate the occurrence of the Event of Default resulting from such nonpayment. No deficiency judgment may be rendered against the Purchaser in any action for breach of a contractual obligation under this Agreement and the taxing power of the Purchaser is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

Purchaser may at the end of any fiscal year terminate its future Installment Payment obligations under this Agreement if Purchaser has not appropriated sufficient funds to make the next fiscal year's scheduled Installment Payments; however, during each fiscal year, Purchaser shall exercise its best efforts to appropriate funds for Installment Payments due in the next fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of Purchaser's moneys other than amounts in the Project Account or the Equipment. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(c) This Agreement constitutes an installment contract pursuant to Section 160A-20 and a security agreement under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

Section 4.05. Tax Covenants.

(a) Purchaser agrees that it will not take any action that would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) If required by Section 148(f) of the Code to pay rebate, Purchaser will rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Installment Payments or the Prepayment Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Purchaser shall determine the Rebate Amount, if any, at least every year and upon payment of all Installment Payments or the Prepayment Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate

Amount, until six (6) years after the date of the final payment of the Installment Payments or the Prepayment Price.

(c) The Purchaser represents that the Equipment will not be used in such a manner so as to cause this Agreement to constitute “private activity bonds” as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

(d) This Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code, and Purchaser shall not permit the federal government to guarantee any Installment Payments.

(e) The Purchaser shall provide a duly and properly completed Form 8038-G to Lender for filing with the IRS on or before the 15th day of the second month after the calendar quarter in which this Agreement is executed.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Purchaser will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in this Agreement.

For purposes of this Section, “Event of Taxability” means the circumstance of the interest component of any Installment Payment paid or payable pursuant to the Agreement becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act or failure to act on the part of the Purchaser. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lender or Purchaser of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; or (c) receipt by Lender or Purchaser of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lender and acceptable to Purchaser, to the effect that the interest component of any Installment Payment under a Agreement has become includable in the gross income of the owner thereof for federal income tax purposes due to Purchaser’s action or failure to take any action. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Installment Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

ARTICLE V ACCEPTANCE OF EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Purchaser shall order the Equipment, cause the Equipment to be delivered, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in the Schedule has been delivered and installed, Purchaser shall promptly accept such Equipment, and once all of the Equipment has been accepted, evidence such acceptance by executing and delivering to Lender an Acceptance Certificate in the form attached hereto as Exhibit D.

(b) Purchaser shall deliver to Lender copies of original invoices and bills of sale, if available (if title to such Equipment has passed to Purchaser) relating to each item of Equipment accepted by Purchaser.

Section 5.02. Quiet Enjoyment of Equipment. So long as Purchaser is not in default under this Agreement, neither Lender nor any entity claiming by, through or under Lender, shall interfere with Purchaser's quiet use and enjoyment of the Equipment during the Term.

Section 5.03. Inspection. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Purchaser will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Purchaser shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment and provide copies thereof to Lender at Lender's request. In addition, Purchaser agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; provided that Purchaser may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lender, adversely affect the interest (including the security interest) of Lender in and to the Equipment or its interest or rights under this Agreement.

Purchaser agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Purchaser agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of or foreclosure upon the Equipment to Lender as provided for herein.

Purchaser shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

ARTICLE VI SECURITY INTEREST IN EQUIPMENT

Section 6.01. Title to the Equipment. During the Term, and so long as Purchaser is not in default under Article XI hereof, all right, title and interest in and to each item of the Equipment shall be vested in Purchaser immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of this Agreement. Purchaser shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes other than the security interest granted under this Agreement. Upon final payment of any Installment Payments or prepayment thereof pursuant to Section 4.01(b), Lender's security interest or other interest in the related Equipment shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Purchaser's obligations under this Agreement, Purchaser grants to Lender a security interest constituting a first lien on (a) the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to such Equipment, (b) moneys and investments held from time to time in the Project Account and (c) any and all proceeds of any of the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment to the extent necessary to secure Purchaser's payment obligations to Lender under this Agreement. Lender may file, at Purchaser's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect Lender's first lien security interest by filing and to maintain that first lien security interest in perfected form. Lender is authorized to (i) file financing statements as specified by the Uniform Commercial Code to perfect or maintain Lender's security interest granted hereby and (ii) add, modify or delete any items shown on the financing statement to reflect the actual Equipment purchased by the Purchaser. If the Equipment is or includes one or more motor vehicles, the ownership or lienholder status of which is or are evidenced by a certificate of title(s), Purchaser shall cause Lender's lien to be properly shown on such title(s) as a first lien security interest. Purchaser agrees to execute and authorizes Lender to file such other notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain Lender's security interest in the Equipment and the proceeds thereof. Upon termination of this Agreement and payment and performance in full of all of Purchaser's obligations to Lender thereunder, Lender's security interest or other interest in the Equipment purchased pursuant to this Agreement shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lender, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any real estate or building on or in which the Equipment is or will be located.

ARTICLE VII COVENANTS OF PURCHASER

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Purchaser and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Purchaser shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during each Term.

Section 7.02. Insurance. The Purchaser shall, during the Term, maintain or cause to be maintained (a) casualty insurance naming Lender and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lender, in an amount at least equal to the greater of (i) the then applicable Prepayment Price or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lender and its assigns as additional insured that protects Lender from liability with limits of at least \$10,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lender and Purchaser, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lender and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Purchaser may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lender's prior written consent (which Lender may grant, withhold or deny in its sole discretion) and provided that Purchaser has delivered to Lender such information as Lender may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lender. In the event Purchaser is permitted, at Lender's sole discretion, to self-insure as provided in this Section, Purchaser shall provide to Lender a self-insurance letter in substantially the form attached hereto as Exhibit G. Purchaser shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Term. Purchaser shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lender without first giving written notice thereof to Lender at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self insurance, Purchaser hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Purchaser of the obligation to make the Installment Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Purchaser hereby agrees to reimburse Lender (to the fullest extent permitted by applicable law, but only from legally available funds)

for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lender, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, and/or (d) the breach of any covenant of Purchaser in connection with this Agreement or any material misrepresentation provided by Purchaser in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Section 7.04. Advances. In the event Purchaser shall fail to keep the Equipment in good repair and working order, or shall fail to maintain any insurance required by Section 7.02 hereof, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. Purchaser covenants and agrees to pay such amounts so advanced by Lender with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage, Destruction and Condemnation. If, prior to the end of the Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Purchaser and Lender will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. Notwithstanding the foregoing, in the event of such damage or destruction, Purchaser shall have the option to prepay its obligations under this Agreement by prepaying all of the Prepayment Price then due under this Agreement on the day specified in Purchaser's notice to Lender of its exercise of the prepayment option (which shall be the earlier of the next Installment Payment Date or 60 days after the event resulting in such damage, destruction or condemnation) (the "Purchase Option").

If Purchaser elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Purchaser hereby grants Lender a first priority security interest in any such Replacement Equipment. Purchaser shall represent, warrant and covenant to Lender that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lender, and shall provide to Lender any and all documents as Lender may reasonably request in connection with the

replacement, including, but not limited to, documentation in form and substance satisfactory to Lender evidencing Lender's security interest in the Replacement Equipment. Lender and Purchaser hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Purchaser shall complete the documentation of Replacement Equipment on or before the next Installment Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Purchaser shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lender the amount of the then applicable Prepayment Price for the Equipment, and, upon such payment, the applicable Term shall terminate and Lender's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Purchaser. If Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Lender nor shall Purchaser be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX WARRANTIES

Section 9.01. Disclaimer of Warranties. LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE PURCHASER OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE VALUE, DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS OF THIS AGREEMENT WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE PURCHASER) TO PAY THE COST OF ACQUIRING OR INSTALLING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE INSTALLATION AND OPERATION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE PURCHASER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF

LENDER ARE HEREBY WAIVED BY THE PURCHASER. In no event shall Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor's Warranties. Lender hereby irrevocably appoints Purchaser its agent and attorney-in-fact during the Term, so long as Purchaser shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties, if any) relating to the Equipment that Lender may have against Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender with respect to this Agreement, including the right to receive full and timely payments under this Agreement. Purchaser expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X ASSIGNMENTS

Section 10.01. Assignment by Lender.

(a) Lender may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, Lender's rights to receive Installment Payments payable to Lender hereunder, in accordance with this Section 10.01. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Agreement. Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations, so long as such assignment or reassignment is to (a) a bank, insurance company or similar institution; or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Lender, no assignment or reassignment of Lender's interest in this Agreement shall be effective unless and until the Purchaser shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The Purchaser further agrees that Lender's interest in this Agreement may be assigned in whole or in part (subject to the limitations on assignment contained in Section 10.01(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Purchaser receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(c) Purchaser agrees to execute any document reasonably required in connection with any assignment. If Lender notifies Purchaser of its intent to assign this Agreement, Purchaser agrees that it shall execute and deliver to Lender a Notice and Acknowledgement of Assignment

substantially in the form of Exhibit F attached to this Agreement within five (5) business days after its receipt of such request. Any assignor must provide notice of any assignment to Purchaser, and Purchaser shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, Purchaser shall thereafter make all payments in accordance with such notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) Lender represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Agreement for its own account and has no present intention of making any sale or other distribution of this Agreement in violation of such legislation, rules or regulations. Lender represents that it is familiar with the operations and financial condition of the Purchaser, based upon information furnished to Lender by the Purchaser, and has made such inquiries as it deems appropriate in connection with this Agreement.

(e) Lender covenants that it will not provide any disclosure document containing information about the Purchaser in connection with any sale or assignment of Lender's rights in this Agreement without the Purchaser's express approval of such disclosure document.

Section 10.02. Assignment and Leasing by Purchaser. None of Purchaser's right, title, and interest in, to and under this Agreement or any portion of the Equipment may be assigned, leased or encumbered by Purchaser for any reason without the prior written consent of Lender.

ARTICLE XI EVENTS OF DEFAULT

Section 11.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein;

(b) Failure by Purchaser to maintain the insurance required under this Agreement (including the insurance required by Section 7.02);

(c) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Purchaser in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(e) A default occurs under any other agreement of Purchaser for borrowing money, including general obligation indebtedness and installment financing agreements, which results from Purchaser's failure to make payment of principal and interest with respect to such obligations when due;

(f) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding;

(g) The occurrence of an Event of Non-appropriation; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 11.02. Remedies on Default. Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Purchaser, Lender may declare all Installment Payments payable by Purchaser pursuant to this Agreement and other amounts payable by Purchaser hereunder to the end of the Term to be due;

(b) To the extent permitted by applicable law, Lender may enter the premises where the Equipment listed in this Agreement is located and take possession of such Equipment and sell or lease such Equipment for the account of Purchaser. The exercise of any such remedies respecting any such Event of Default shall not relieve Purchaser of any other liabilities hereunder or the Equipment listed therein; and

(c) Proceed by appropriate court action to enforce performance by Purchaser of the applicable covenants of this Agreement or to recover for the breach thereof; provided, however, that nothing herein shall be deemed to allow any judgment for a deficiency or waive any provision of N.C.G.S. § 160A-20 or any defense the Purchaser may otherwise have;

(d) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder,

including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of Purchaser, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Agreement, and, thereafter, shall pay any remaining proceeds to Purchaser;

(e) To the extent permitted by applicable law, require Purchaser to deliver the Equipment, at Purchaser's sole expense, to any location within the State of North Carolina designated by Lender, and take possession of any proceeds of the Equipment, including Net Proceeds; or

(f) Lender may take whatever action at law or in equity that is necessary or desirable to enforce its rights under this Agreement or as a secured party in any or all of the Equipment subject to this Agreement.

(g) NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE PURCHASER IN FAVOR OF LENDER OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

Section 11.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XII MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Purchaser.

Section 12.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Purchaser and their respective successors and assigns.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendments, Changes and Modifications. This Agreement (including the Schedule) may only be amended in writing by Lender and Purchaser.

Section 12.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.08. E-Verify. Lender hereby certifies that Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

[Remainder of page intentionally left blank]

In Witness Whereof, Lender and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LENDER:

Banc of America Public Capital Corp
11333 McCormick Road
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (904) 312-6101

By: _____
Name: _____
Title: _____

PURCHASER:

City of High Point,
211 South Hamilton Street
High Point, NC 27261
Attention: Financial Services Director
Fax No.: 336-883-8572

By: Randy E. McCaslin
Name: Randy McCaslin
Title: Interim City Manager

(Seal)

Attest:

By: Lisa B. Vierling
Name: Lisa B. Vierling
Title: City Clerk



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

[Signature]
Financial Services Director

List of Exhibits:

Exhibit A	--	Schedule of Property
Exhibit A-1	--	Installment Payment Schedule
Exhibit B	--	Incumbency Certificate
Exhibit C	--	Opinion of Counsel Form
Exhibit D	--	Acceptance Certificate
Exhibit E	--	Form of Disbursement Request
Exhibit F	--	Notice and Acknowledgement of Assignment
Exhibit G	--	Self-Insurance Certificate

EXHIBIT A

SCHEDULE OF PROPERTY

Re: Equipment Installment Financing Agreement, dated as of May 21, 2021, between Banc of America Public Capital Corp, as Lender, and the City of High Point, North Carolina, as Purchaser

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Equipment Installment Financing Agreement (the “Agreement”).

2. Equipment. The following items of Equipment are expected to be included under this Schedule to the Agreement. The Purchaser may substitute different types or brands of vehicles for the vehicles listed, which will be deemed approved by the Lender upon execution of the disbursement request therefor.

<u>No.</u>	<u>Description</u>
1	Freightliner Leaf Truck
3	Automated Refuse Truck
1	Roll-Off Container Truck
1	Rear Loading Refuse Truck
1	Dump Truck
1	Chrysler Pacifica
1	Compact Rear Loading Truck

3. Payment Schedule.

(a) Installment Payment Schedule. The Acquisition Amount for the Equipment is \$1,846,000. The Installment Payments shall be in such amounts and payable on such dates as set forth in the Installment Payment Schedule attached to this Schedule. The Purchaser’s obligation to make Installment Payments shall commence on the date on which the Acquisition Amount is delivered to the Purchaser on May 21, 2021.

(b) Prepayment Price Schedule. The Prepayment Price on each Installment Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Installment Payment date in the “Prepayment column” column of the Installment Payment Schedule attached to this Schedule (including the Installment Payment shown on the same line in the Installment Payment Schedule).

4. Representations, Warranties and Covenants. Purchaser hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Installment Payments on this Schedule.

5. The Purchase Agreement. The terms and provisions of the Agreement are hereby incorporated into this Schedule by reference and made a part hereof.

6. Agreement Proceeds. The Acquisition Amount which Lender shall pay to the Purchaser is \$1,846,000. It is expected that by eighteen (18) months from the date of the Agreement, Purchaser will have taken possession of all items of Equipment shown above and that a Purchaser's Acceptance Certificate, or Acceptance Certificates, will be signed by Purchaser and delivered to Lender on or before eighteen months from the date of the Agreement.

7. Acquisition Period. The Acquisition Period shall end at the conclusion of the 18th month following the date hereof.

8. Term. The Term shall extend from May 21, 2021 to May 21, 2026.

9. Optional Prepayment Date. For purposes of Section 4.01(b) of the Agreement, the Optional Prepayment Date is November 21, 2023.

10. Contract Rate. The Contract Rate for this Schedule is .8558%.

11. Registration. Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) Registered Owner: City of High Point, North Carolina
- (b) Lienholder: Banc of America Public Capital Corp
2059 Northlake Pkwy., 4th Floor
Mail Code GA3-003-04-01
Tucker, Georgia 30084

Purchaser shall be responsible for the correct titling of all Equipment purchased hereunder. Purchaser will cause the original Certificates of Title to be delivered to Lender for retention in Lender's files throughout the Term.

In Witness Whereof, Lender and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LENDER:

Banc of America Public Capital Corp
11333 McCormick Road
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (904) 312-6101

By: _____
Name: _____
Title: _____

PURCHASER:

City of High Point,
211 South Hamilton Street
High Point, NC 27261
Attention: Financial Services Director
Fax No.: 336-883-8572

By: Randy E. McCaslin
Name: Randy McCaslin
Title: Interim City Manager

(Seal)

Attest:

By: Lisa B. Vierling
Name: Lisa B. Vierling
Title: City Clerk



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

[Signature]
Financial Services Director

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Re: Equipment Installment Financing Agreement, dated as of May 21, 2021, between Banc of America Public Capital Corp, as Lender, and the City of High Point, North Carolina, as Purchaser

Purchaser: City of High Point, North Carolina

Term: 60 months

Acquisition Amount: \$1,846,000

Contract Rate: .8558%

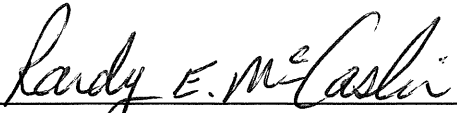
<u>Installment Payment Date</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Total Installment Payment Amount</u>
August 21, 2021	\$3,949.50	\$90,438.02	\$94,387.52
November 21, 2021	\$3,756.01	\$90,631.51	\$94,387.52
February 21, 2022	\$3,562.10	\$90,825.42	\$94,387.52
May 21, 2022	\$3,367.78	\$91,019.74	\$94,387.52
August 21, 2022	\$3,173.05	\$91,214.47	\$94,387.52
November 21, 2022	\$2,977.89	\$91,409.63	\$94,387.52
February 21, 2023	\$2,782.32	\$91,605.20	\$94,387.52
May 21, 2023	\$2,586.34	\$91,801.18	\$94,387.52
August 21, 2023	\$2,389.93	\$91,997.59	\$94,387.52
November 21, 2023	\$2,193.10	\$92,194.42	\$94,387.52
February 21, 2024	\$1,995.85	\$92,391.67	\$94,387.52
May 21, 2024	\$1,798.18	\$92,589.34	\$94,387.52
August 21, 2024	\$1,600.09	\$92,787.43	\$94,387.52
November 21, 2024	\$1,401.57	\$92,985.95	\$94,387.52
February 21, 2025	\$1,202.63	\$93,184.89	\$94,387.52
May 21, 2025	\$1,003.26	\$93,384.26	\$94,387.52
August 21, 2025	\$803.46	\$93,584.06	\$94,387.52
November 21, 2025	\$603.24	\$93,784.28	\$94,387.52
February 21, 2026	\$402.59	\$93,984.93	\$94,387.52
May 21, 2026	\$201.51	\$94,186.01	\$94,387.52

Prepayment Premium for purposes of Section 4.01(b) is none.

For purposes of this Agreement, "Taxable Rate," with respect to the interest component of Installment Payments, means an annual rate of interest equal to 1.0923%.

PURCHASER:

CITY OF HIGH POINT, NORTH CAROLINA

By: 

Name: Randy McCaslin

Title: Interim City Manager

INCUMBENCY CERTIFICATE

The undersigned, a duly elected and acting Interim City Manager of the City of High Point, North Carolina ("Purchaser") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Purchaser (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures set forth opposite their names are their true signatures;

B. The Officials are duly authorized, on behalf of Purchaser, to negotiate, execute and deliver the Equipment Installment Financing Agreement dated as of May 21, 2021 and the Schedule attached thereto (the "Agreement") by and between Purchaser and Banc of America Public Capital Corp, and the Agreement is a binding and authorized Agreement of Purchaser, enforceable in all respects in accordance with its terms.

Name of Official

Title

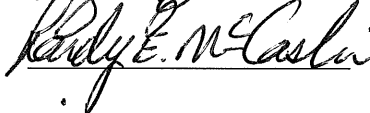
Signature

Bobby Fitzjohn

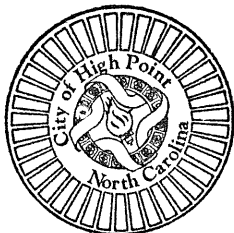
Financial Services Director

Randy McCaslin

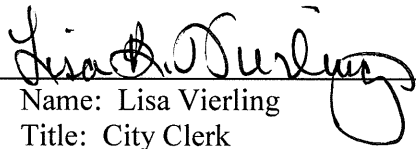
Interim City Manager

Dated: May 21, 2021



By:


Name: Lisa Vierling
Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreement.)

EXHIBIT C

OPINION OF COUNSEL TO PURCHASER

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley, MD 21031

Re: Equipment Installment Financing Agreement, dated as of May 21, 2021, between Banc of America Public Capital Corp, as Lender, and the City of High Point, North Carolina, as Purchaser

Ladies and Gentlemen:

As Attorney of the City of High Point, North Carolina ("Purchaser"), I have examined (a) an executed counterpart of the Equipment Installment Financing Agreement, dated as of May 21, 2021, and Exhibits thereto by and between Banc of America Public Capital Corp ("Lender") and Purchaser (the "Agreement"), which, among other things, provides for the financing of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the resolution adopted by the Purchaser on April 19, 2021, which, among other things, authorizes Purchaser to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement and the Schedule, together with the Installment Payment Schedule attached to the Schedule, are herein referred to collectively as the "Agreement".

As to questions of fact material to my opinion, I have relied upon the representations of the Purchaser in the Agreement and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation. The Agreement is being entered into by the Purchaser pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended (the "Act"), to enable Purchaser to purchase certain Equipment as defined in the Agreement.

Based on the foregoing, I am of the following opinions:

1. Purchaser is a city duly organized and existing under the laws of the State.
2. Purchaser has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Purchaser and the Agreement is a valid and binding obligation of Purchaser enforceable in accordance with its respective terms.
4. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Purchaser relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lender or its assigns, as the case may be, in the Equipment or other collateral thereunder.

The opinion expressed above is subject to the following qualifications and limitations

The enforceability of the Agreement will be subject to bankruptcy, insolvency, and other laws affecting creditors' rights generally. To the extent that remedies under the Agreement require enforcement by a court of equity, the enforceability thereof may be limited by such principles of equity as the court having jurisdiction may impose.

- a) Pursuant to the Act, no deficiency judgment may be rendered against Purchaser in the event of a breach by Purchaser of its obligations under the Agreement, including its obligation to make the installment payments under the Agreement, and the taxing power of Purchaser is not pledged, and may not be pledged, to pay any obligation of Purchaser under the Agreement.
- b) Under North Carolina law, the recovery of attorneys' fees is limited by and subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.
- c) I express no opinion as to the enforceability of any indemnity provision in the Agreement.
- d) I have assumed for purposes of my opinion contained herein that Lender will exercise its rights under the Agreement in good faith and in a commercially reasonable manner.

All capitalized terms herein shall have the same meanings as in the Agreement unless otherwise provided herein. Lender and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Installment Payments, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT D

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley, MD 21031

Re: Equipment Installment Financing Agreement, dated as of May 21, 2021, between Banc of America Public Capital Corp, as Lender, and the City of High Point, North Carolina, as Purchaser

Ladies and Gentlemen:

In accordance with the Equipment Installment Financing Agreement (the "Agreement"), the undersigned Purchaser hereby certifies and represents to, and agrees with Lender as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Purchaser has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Purchaser is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

PURCHASER:

CITY OF HIGH POINT, NORTH CAROLINA

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT E

FORM OF DISBURSEMENT REQUEST

Re: Equipment Installment Financing Agreement dated May 21, 2021 by and between Banc of America Public Capital Corp, as Lender and the City of High Point, North Carolina, as the Purchaser (the "Agreement").

In accordance with the terms of Section 3.02 of the Agreement between Banc of America Public Capital Corp ("Lender") and the City of High Point, North Carolina (the "Purchaser") the undersigned hereby requests the Lender to approve payment to the following persons of the following amounts from the Project Account for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the Purchaser, and the same is a proper charge against the Project Account for Equipment Costs, and has not been paid. Attached hereto is a copy of the original invoice documentation with respect to such obligation.

(ii) Each item of the Equipment subject to this Disbursement Request has been delivered, installed and accepted by the Purchaser.

(iii) The undersigned, as an authorized representative of the Purchaser, has no notice of any vendor's, materialmen's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which the Purchaser is, as of the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the Purchaser).

(v) The Equipment subject to this Disbursement Request is insured in accordance with the Agreement.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Agreement has occurred and is continuing at the date hereof.

(vii) The disbursement is occurring prior to the end of the Acquisition Period.

(vii) The representations, warranties and covenants of the Purchaser set forth in the Agreement are true and correct as of the date hereof.

(viii) No Material Adverse Change in the Purchaser's financial condition has occurred since the date of the Agreement.

Dated: _____

CITY OF HIGH POINT, NORTH CAROLINA

By: _____
Authorized Representative

Disbursement of funds from the Project
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender under the Agreement

By: _____
Authorized Agent

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that it has assigned and sold to [_____] (“Assignee”) all of Assignor’s right, title and interest in, to and under the Equipment Installment Financing Agreement and related Schedule (“Agreement”) dated as of May 21, 2021 between Assignor and the City of High Point, North Carolina (“Purchaser”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Agreement” means collectively the Agreement identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. [Pursuant to the authority of Resolution _____ adopted on _____,] Purchaser hereby [consents to and] acknowledges the effect of the assignment of the Agreement and absolutely and unconditionally agrees to deliver to Assignee all installment payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Purchaser hereby agrees that: (i) Assignee shall have all the rights of Lender under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.04 of the Agreement, the obligations of Purchaser to make installment payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Purchaser agrees that, as of the date of this Acknowledgment, the following information about the Agreement is true, accurate and complete:

Number of Installment Payments Remaining	—	_____
Amount of Each Installment Payment	—	\$ _____
Total Amount of Installment Payments Remaining	—	\$ _____
Frequency of Installment Payments	—	_____
Next Installment Payment Due	—	_____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Purchaser related to the Agreement and any requests for disbursements, if applicable, and all installment payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Purchaser in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

PURCHASER: CITY OF HIGH POINT, NORTH CAROLINA

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley, MD 21031

Re: Equipment Installment Financing Agreement

In connection with the above-referenced Agreement (the "Agreement"), the City of High Point, North Carolina (the "Purchaser") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Purchaser is self-insured for damage or destruction to the Equipment listed in the Schedule of Property to the Agreement (herein, the "Equipment"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Purchaser is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Purchaser's self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.

[3]. The Purchaser maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Purchaser's self-insurance liabilities is \$_____. [Amounts paid from the Purchaser's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Purchaser does not maintain a self-insurance fund. The Purchaser obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Purchaser.

PURCHASER:

[_____]

By: _____

Name: _____

Title: _____

City of High Point – City Council Meeting
4/19/21

R.U.D.TM

READY UPON DELIVERY

R.U.D.TM

READY UPON DELIVERY



Our Customers – Who we Support



National leaders and Fortune 500 organizations



National Leader
**PLUMBING
SUPPLY**



National Leader
**ELECTRONICS
RETAILER**



National Leader
**PARCEL
DELIVERY**



National Leader
RENT-TO-OWN

Pandemic Additions



2
National Leaders
**HOSPITAL BEDS
AND MEDICAL
EQUIPMENT**



2
National Leaders
**IN-HOME
HOSPICE AND
RESPIRATORY
EQUIPMENT**



COVID-19
**VACCINE
MAKER**

READY UPON DELIVERY

Our Customers – Who we Support



Pandemic Additions



2
National Leaders
**HOSPITAL BEDS
AND MEDICAL
EQUIPMENT**



2
National Leaders
**IN-HOME
HOSPICE AND
RESPIRATORY
EQUIPMENT**



COVID-19
**VACCINE
MAKER**

READY UPON DELIVERY

Team RUD and Downtown



To make a positive **IMPACT**

Product of **ENVIRONMENT**

Importance of **MOMENTUM**



READY UPON DELIVERY

Growing our Team



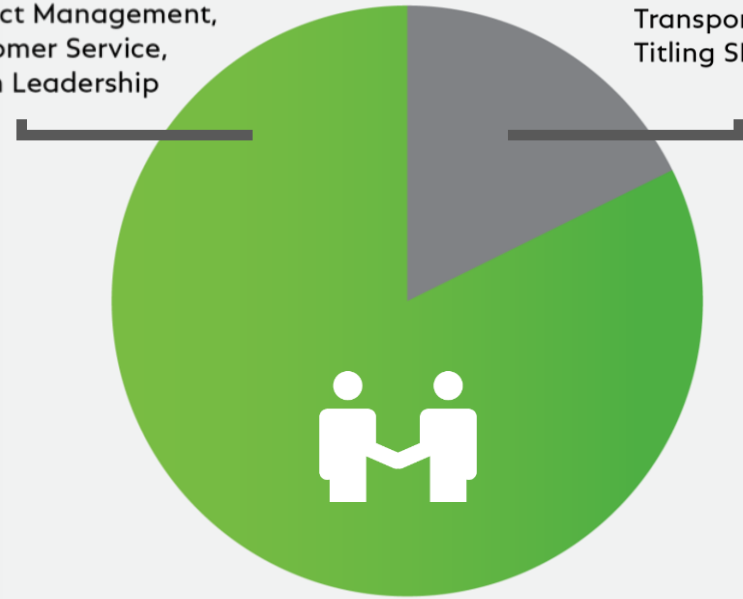
- 30 Full-time, office professional roles
- Target average salary of \$44,000
- Health insurance and PTO benefits
- Bringing outsourced roles in-house
- High Point has the talent we need

Trainable:

Administrative,
Project Management,
Customer Service,
Team Leadership

SMEs:

Transportation and
Titling SMEs



READY UPON DELIVERY

POTENTIAL - RUD HQ



Prominent
LOCATION



+5 Years
VACANT



'Showroom'
13,500 SQFT



Adequate
PARKING

Targeted **\$250,000 upfits**

Ongoing investments in property

Activate a center-point of Main St

Revitalized into a **daily business** hub

READY UPON DELIVERY

Our Corporate HQ



MODERN

Glass-walled partitions, open and fluid work areas



COLLABORATIVE

Break-out meeting spaces, POD team spaces (ACTs)

WELLNESS

Active work areas, Lighting, HEPA filters, Fitness



ENERGY

Lounge gathering area, café and after-hours



READY UPON DELIVERY



THANK YOU

Drew Haire

President, RUD

drew.haire@rudfleet.com
336.596.1451

RUDFLEET.COM

READY UPON DELIVERY

CITY OF HIGH POINT

AGENDA ITEM



Title: City of High Point Streets Resurfacing, Bid 11-040121

From: Terry Houk – Public Services Director

Robby Stone – Asst. Director Public Services

Allan Hicks – Projects Engineer

Meeting Date: April 19, 2021

Public Hearing: N/A

Advertising Date: March 5, 2021

Advertised By: Purchasing

Attachments: Attachment A – Bid Tabulation

Attachment B – City Streets Resurfacing List

Attachment C – Project Maps

PURPOSE:

The City budgets on an annual basis for the resurfacing and paving of City of High Point maintained streets. Based on needs, specific streets have been identified to be resurfaced.

BACKGROUND:

The City of High Point performs Street Resurfacing on an annual basis. This resurfacing takes place because deficiencies on a section of roadway are beyond repair of routine maintenance. The list of roads to be resurfaced is generated from a pavement condition survey which is performed every three years that assesses the City's road/pavement ratings.

There was a total of three (3) bidders for the advertised project. Shape Brothers, A Division of Vecellio & Grogan Inc. was the lowest bidder when bids were opened on April 1, 2021.

BUDGET IMPACT:

Funds for this project are available in the FY 2020-2021 budget

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Sharpe Brothers, A Division of Vecellio & Grogan, Inc. in the amount of \$2,773,980.09.

ITEMIZED BID TABULATIONS

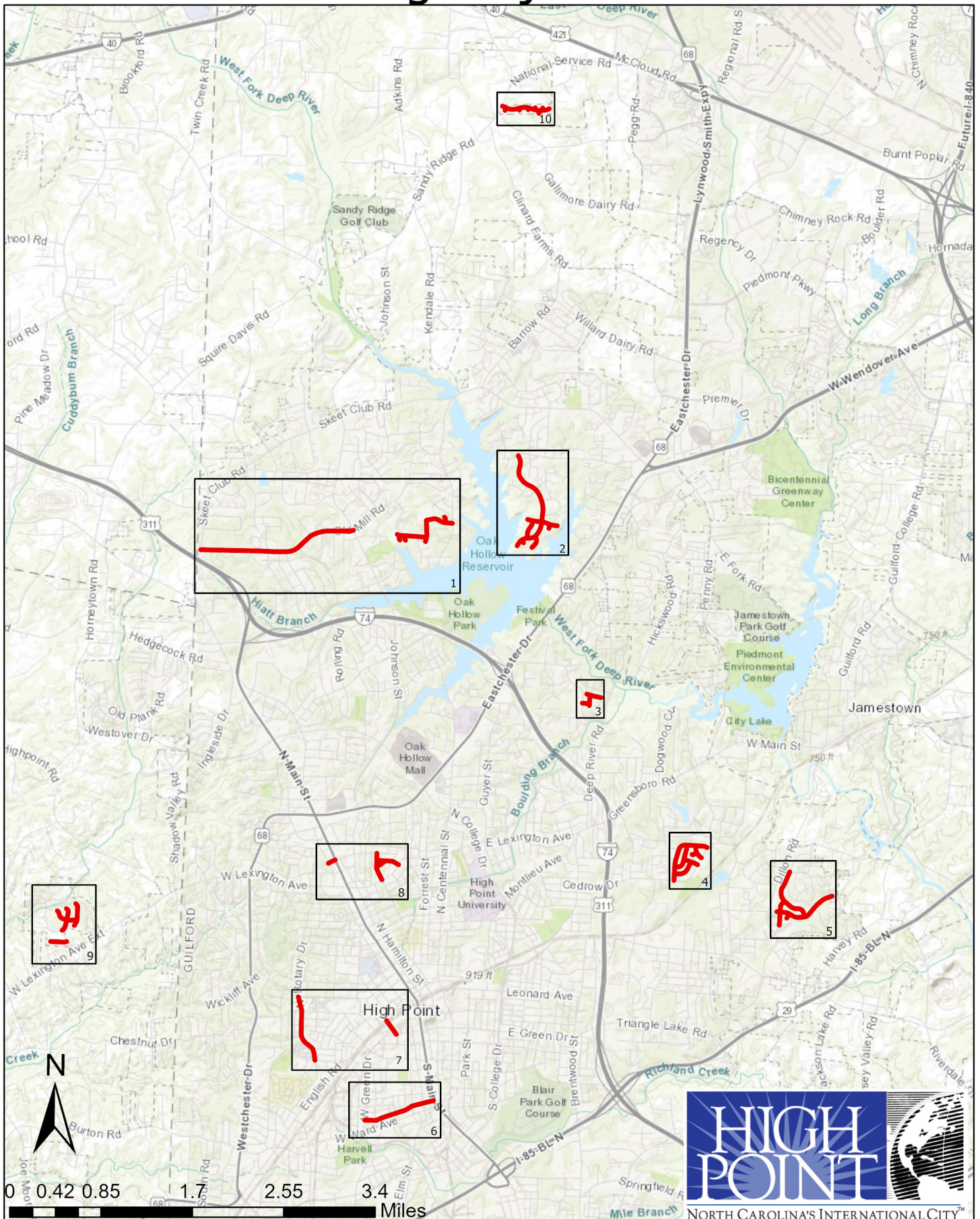
4/1/2021									
CITY OF HIGH POINT STREETS RESURFACING - BID 11-040121				SHARPE BOTHERS, A DIVISION OF VECELLIO & GROGAN, INC		THOMPSON-ARTHUR DIVISION APAC- ATLANTIC, INC		BLYTHE CONSTRUCTION	
LINE ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
1	MOBILIZATION	LS	1	\$ 66,683.93	\$ 66,683.93	\$ 130,000.00	\$ 130,000.00	\$ 100,000.00	\$ 100,000.00
2	TRAFFIC CONTROL	LS	1	\$ 33,261.38	\$ 33,261.38	\$ 135,000.00	\$ 135,000.00	\$ 65,000.00	\$ 65,000.00
3	ASPHALT CONCRETE SURFACE COURSE TYPE S 9.5C	TN	19,760	\$ 48.35	\$ 955,396.00	\$ 54.50	\$ 1,076,920.00	\$ 59.50	\$ 1,175,720.00
4	BITUMINOUS SURFACE TREATMENT, MAT COAT, NO. 78M STONE	SY	199,740	\$ 0.92	\$ 183,760.80	\$ 2.15	\$ 429,441.00	\$ 2.10	\$ 419,454.00
5	ADJUSTMENT OF MANHOLE (RAPID SET)	EA	295	\$ 860.11	\$ 253,732.45	\$ 800.00	\$ 236,000.00	\$ 800.00	\$ 236,000.00
6	ADJUSTMENT OF VALVE BOXES (RAPID SET)	EA	215	\$ 838.83	\$ 180,348.45	\$ 785.00	\$ 168,775.00	\$ 785.00	\$ 168,775.00
7	MANHOLE RING AND COVER (MATERIAL COST ONLY)	EA	10	\$ 296.46	\$ 2,964.60	\$ 285.00	\$ 2,850.00	\$ 300.00	\$ 3,000.00
8	VALVE BOXES (MATERIAL COST ONLY)	EA	10	\$ 65.21	\$ 652.10	\$ 65.00	\$ 650.00	\$ 125.00	\$ 1,250.00
9	MILLING ASPHALT PAVEMENT, 0 - 1.5" (PROFILE MILLING)	SY	97,263	\$ 1.27	\$ 123,524.01	\$ 1.25	\$ 121,578.75	\$ 1.20	\$ 116,715.60
10	INCIDENTAL MILLING, VARIABLE DEPTH	SY	10,439	\$ 5.60	\$ 58,458.40	\$ 3.95	\$ 41,234.05	\$ 5.30	\$ 55,326.70
11	PATCHING EXISTING ASPHALT PAVEMENT	TN	2,026	\$ 127.93	\$ 259,186.18	\$ 120.00	\$ 243,120.00	\$ 140.00	\$ 283,640.00
12	THERMOPLASTIC PAVEMENT MARKING LINES, 4" , 90 MILS	LF	53,110	\$ 0.64	\$ 33,990.40	\$ 1.35	\$ 71,698.50	\$ 0.90	\$ 47,799.00
13	THERMOPLASTIC PAVEMENT MARKING LINES, 8" , 120 MILS	LF	1,810	\$ 2.10	\$ 3,801.00	\$ 3.25	\$ 5,882.50	\$ 1.50	\$ 2,715.00
14	THERMOPLASTIC PAVEMENT MARKING LINES, 24" , 120 MILS	LF	234	\$ 9.45	\$ 2,211.30	\$ 12.00	\$ 2,808.00	\$ 10.00	\$ 2,340.00
15	THERMOPLASTIC PAVEMENT MARKING SYMBOLS, 90 MILS	EA	7	\$ 131.25	\$ 918.75	\$ 175.00	\$ 1,225.00	\$ 130.00	\$ 910.00
16	ASPHALT BINDER FOR PLANT MIX	TN	1,185	\$ 453.20	\$ 537,042.00	\$ 495.00	\$ 586,575.00	\$ 475.00	\$ 562,875.00
17	INDUCTIVE DETECTION LOOPS	LF	660	\$ 5.36	\$ 3,537.60	\$ 5.90	\$ 3,894.00	\$ 5.10	\$ 3,366.00
18	SHOULDER RECONSTRUCTION	SHM	3.20	\$ 7,025.57	\$ 22,481.82	\$ 8,850.00	\$ 28,320.00	\$ 7,500.00	\$ 24,000.00
19	DRIVEWAY STONE	TN	111	\$ 69.08	\$ 7,667.88	\$ 175.00	\$ 19,425.00	\$ 80.00	\$ 8,880.00
19	REFLECTIVE CRACK CONTROL FABRIC	LF	10,136	\$ 3.39	\$ 34,361.04	\$ 1.50	\$ 15,204.00	\$ 13.00	\$ 131,768.00
19	CONTINGENCY	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BID AMOUNT					\$ 2,773,980.09		\$ 3,330,600.80		\$ 3,419,534.30

City Streets Resurfacing List

STREET	FROM	TO
Parkside Dr.	E. Lexington Ave.	Blain St.
Blain St.	E. Lexington Ave.	E. State Ave.
Avalon Pl.	Blain St.	Parkside Dr.
Runyon Dr.	Cedrow Dr.	Cedrow Dr.
Oneil St.	Runyon Dr.	Runyon Dr.
Lardner Pl.	Cedrow Dr.	Runyon Dr.
Lardner Ct.	Cul-de-sac	Lardner Pl.
Twain Ave.	Oneil St.	Cedrow Dr.
Oberlin Dr.	Runyon Dr.	Twain Ave.
New Hampshire Dr.	Dead end	Chatterfield Dr.
Bauldwin Ct.	Cul-de-sac	New Hampshire Dr.
Colony Dr.	New Hampshire Dr.	Pineburr Rd.
Sussex Dr.	Colony Dr.	Wilton Way
Churchill Ct.	Dead end	Swansgate Ln
Swan Lake Dr.	Swansgate Ln.	Dead end
Brennon Ln.	Cul-de-sac	Lupton Ct.
Lupton Ct.	Cul-de-sac	Cul-de-sac
W. Willis Ave.	S. Main St.	W. Green Dr.
N. Lindsay St.	W. Green Dr.	W. Martin Luther King Jr. Dr.
N Rotary Dr.	Ferndale Blvd.	Phillips Ave.
W. State Ave.	N. Main St.	Long St.
Old Mill Rd.	Skeet Club Rd.	Johnson St.
Wesseck Dr.	Waterview Rd.	Cul-de-sac
Anchorage Ave.	Wesseck Dr.	Cul-de-sac
Viceroy Ct.	Wesseck Dr.	Cul-de-sac
Hidden Cove Pt.	Anchorage Ave.	Cul-de-sac

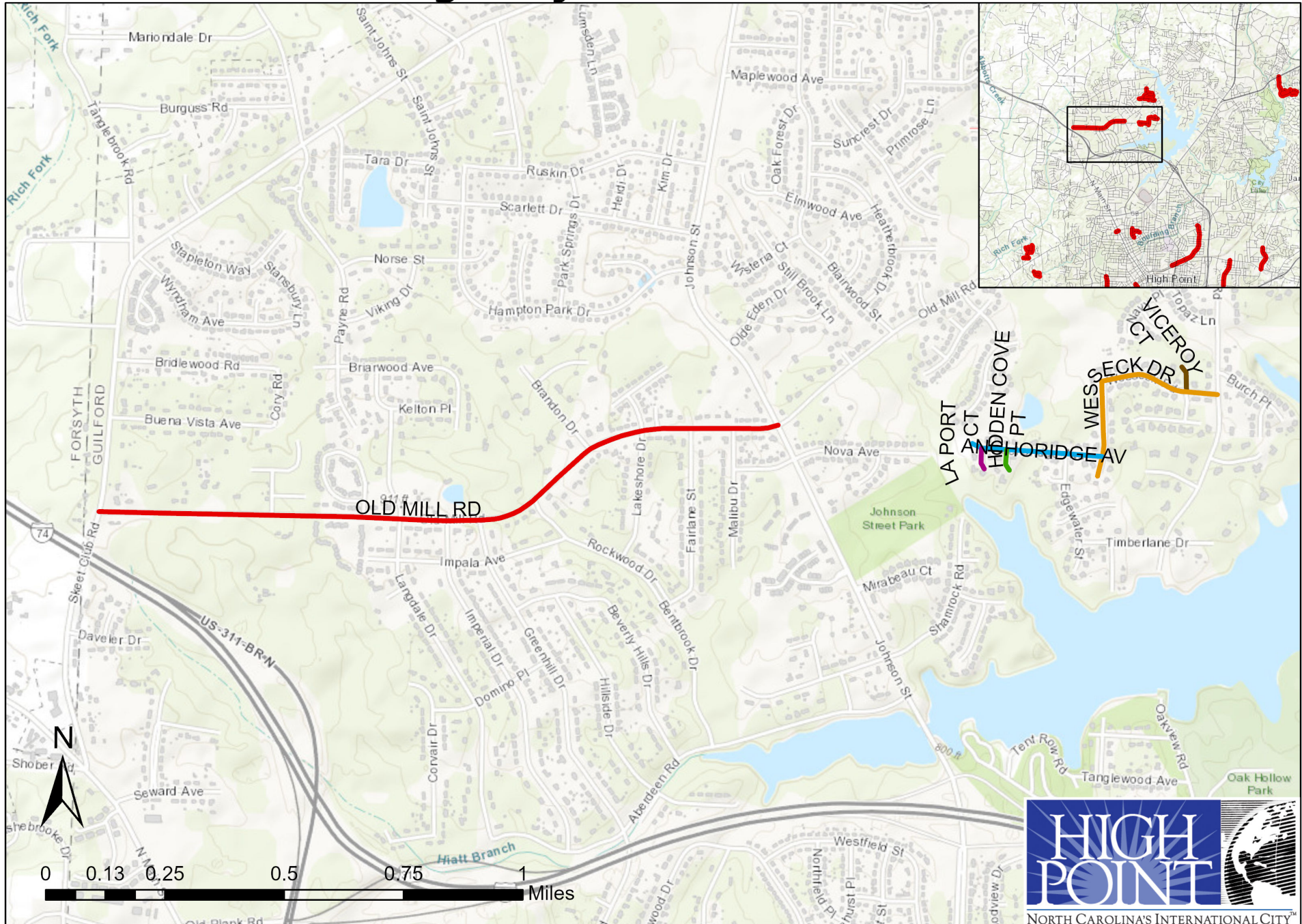
La Port Ct.	Anchorage Ave.	Cul-de-sac
Westfork Ln.	Dead end	Northfork Terr.
President Ln.	Northfork Terr.	Cul-de-sac
Northfork Terr.	Cul-de-sac	Cul-de-sac
Oak Hollow Dr.	Cul-de-sac	Whites Mill Rd.
Oak Hollow Ct.	Oak Hollow Dr.	Cul-de-sac
La Salle Dr.	Oak Hollow Dr.	Cul-de-sac
La Vista Dr.	Cul-de-sac	Cul-de-sac
La Vista Ct.	La Vista Dr.	Cul-de-sac
Ponce De Leon Dr.	Oak Hollow Dr.	La Vista Dr.
Dairy Point Dr.	Sandy Ridge Rd.	Cul-de-sac
Devane Ct.	Dairy Point Dr.	Cul-de-sac
Brian Hollars Ct.	Dairy Point Dr.	Cul-de-sac
Erica Marie Ct.	Dairy Point Dr.	Cul-de-sac
Kacey Elaine Ct.	Dairy Point Dr.	Cul-de-sac
Nicole Dr.	Dairy Point Dr.	Cul-de-sac
Caitlin Nicole Ct.	Dairy Point Dr.	Cul-de-sac

Resurfacing Projects - 2021

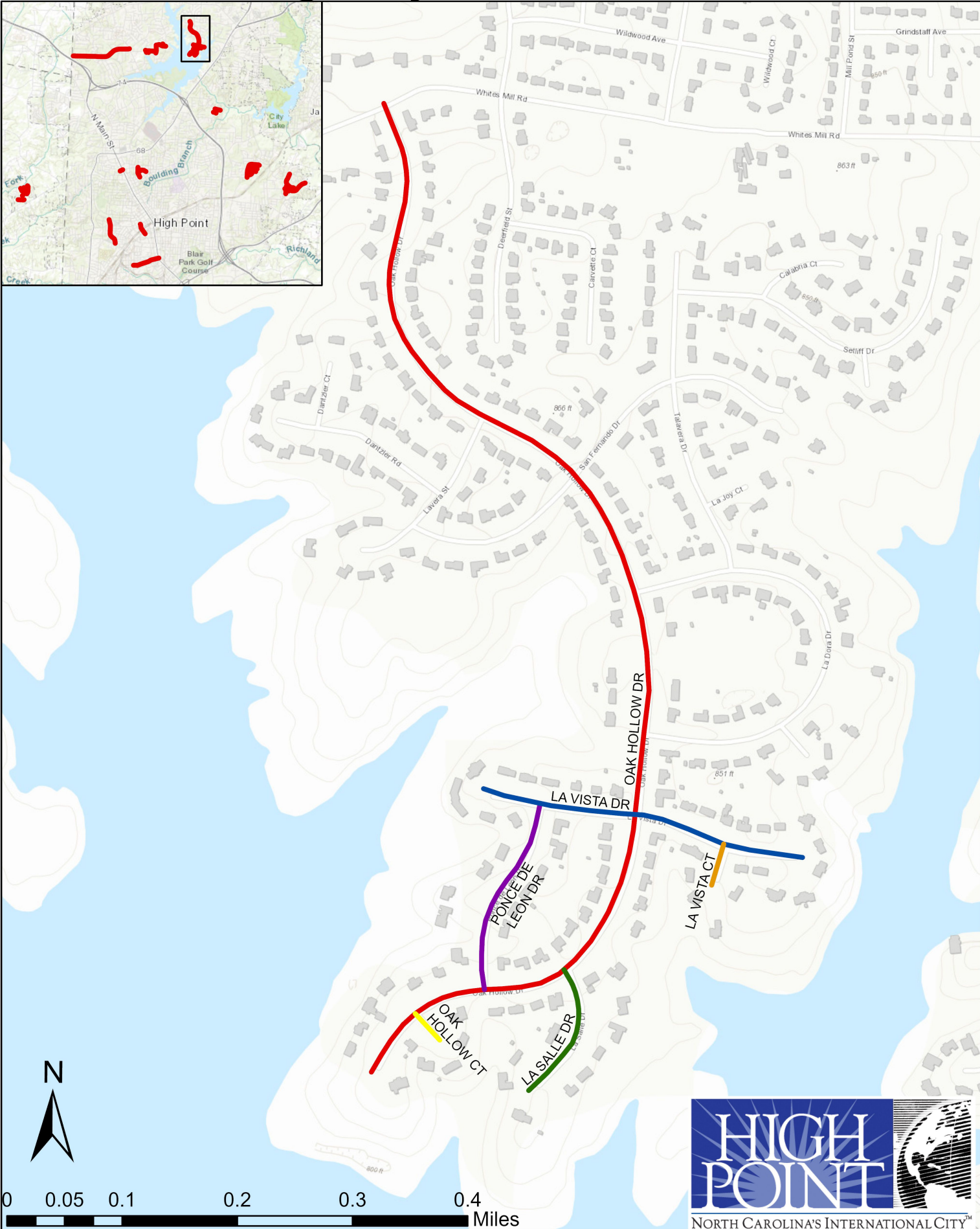


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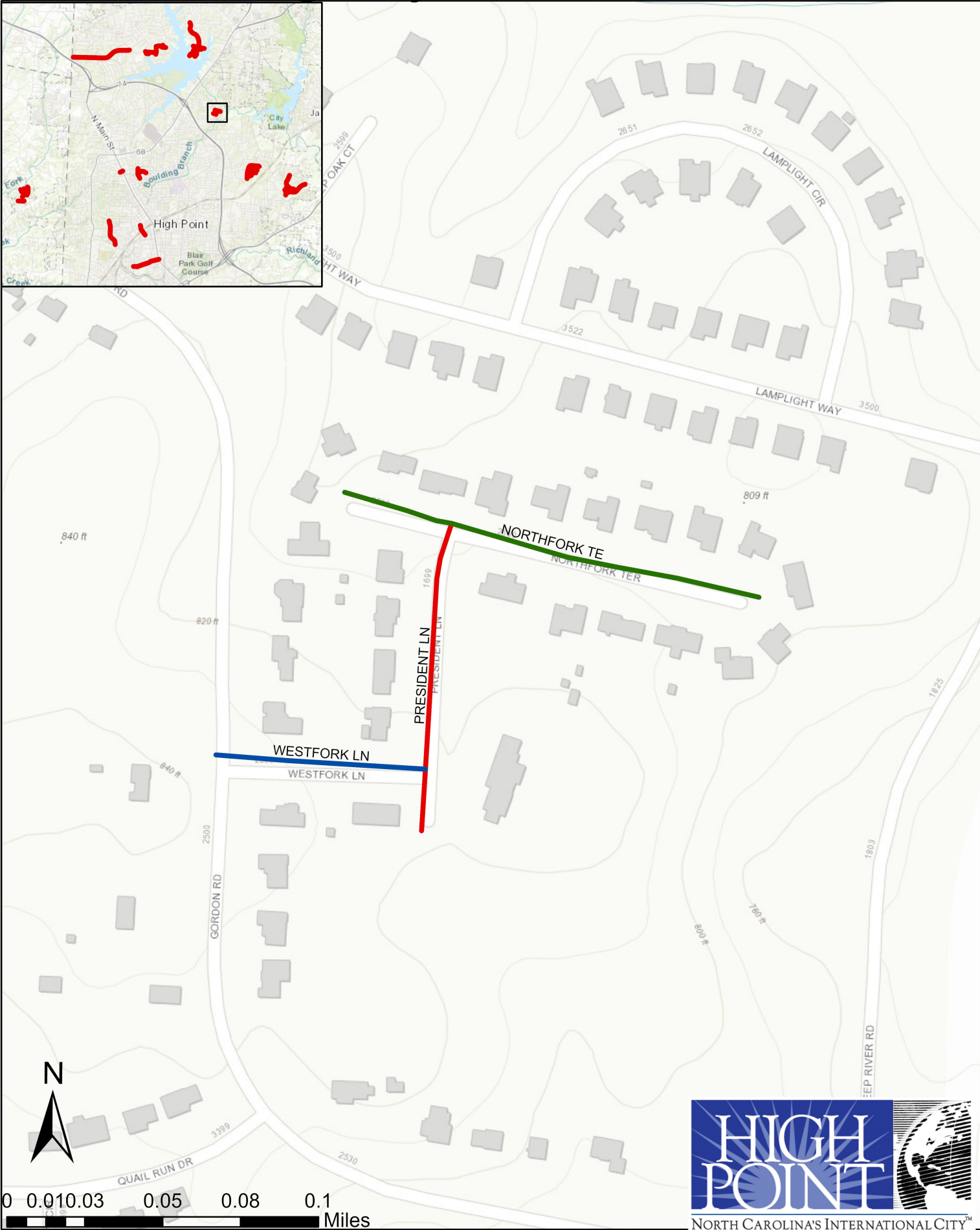
Resurfacing Projects - 2021: Section 1



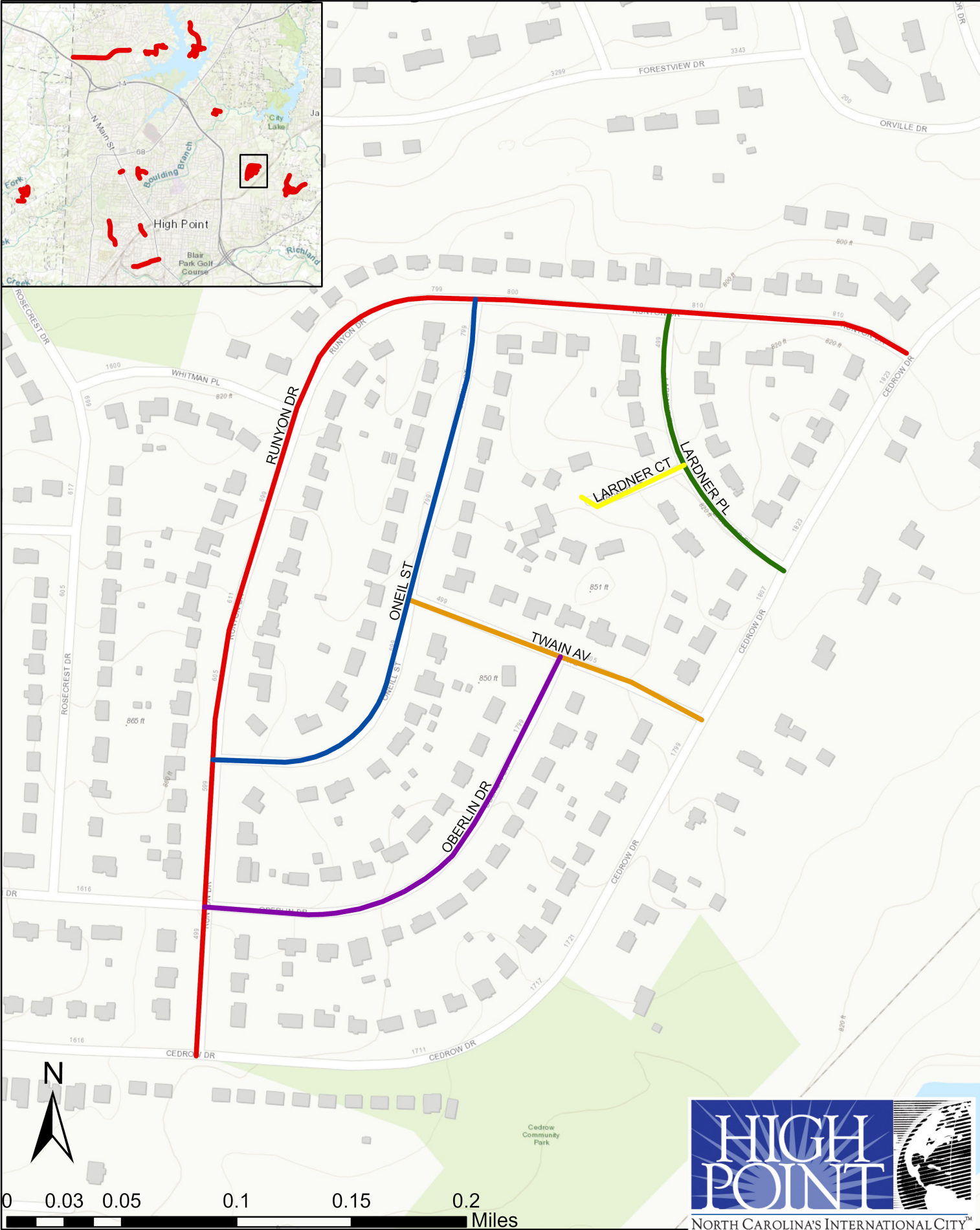
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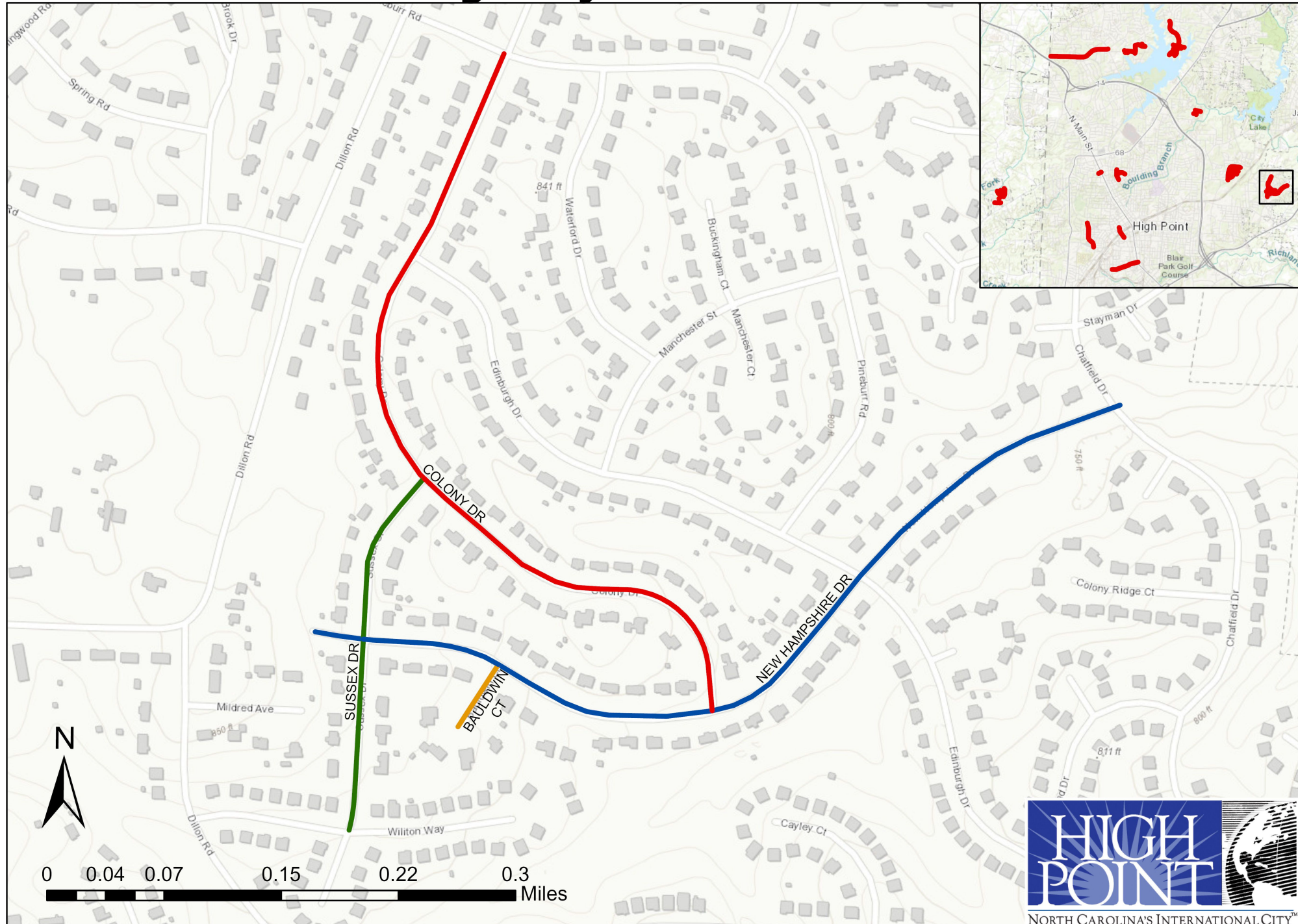
Resurfacing Projects - 2021: Section 3



Resurfacing Projects - 2021: Section 4



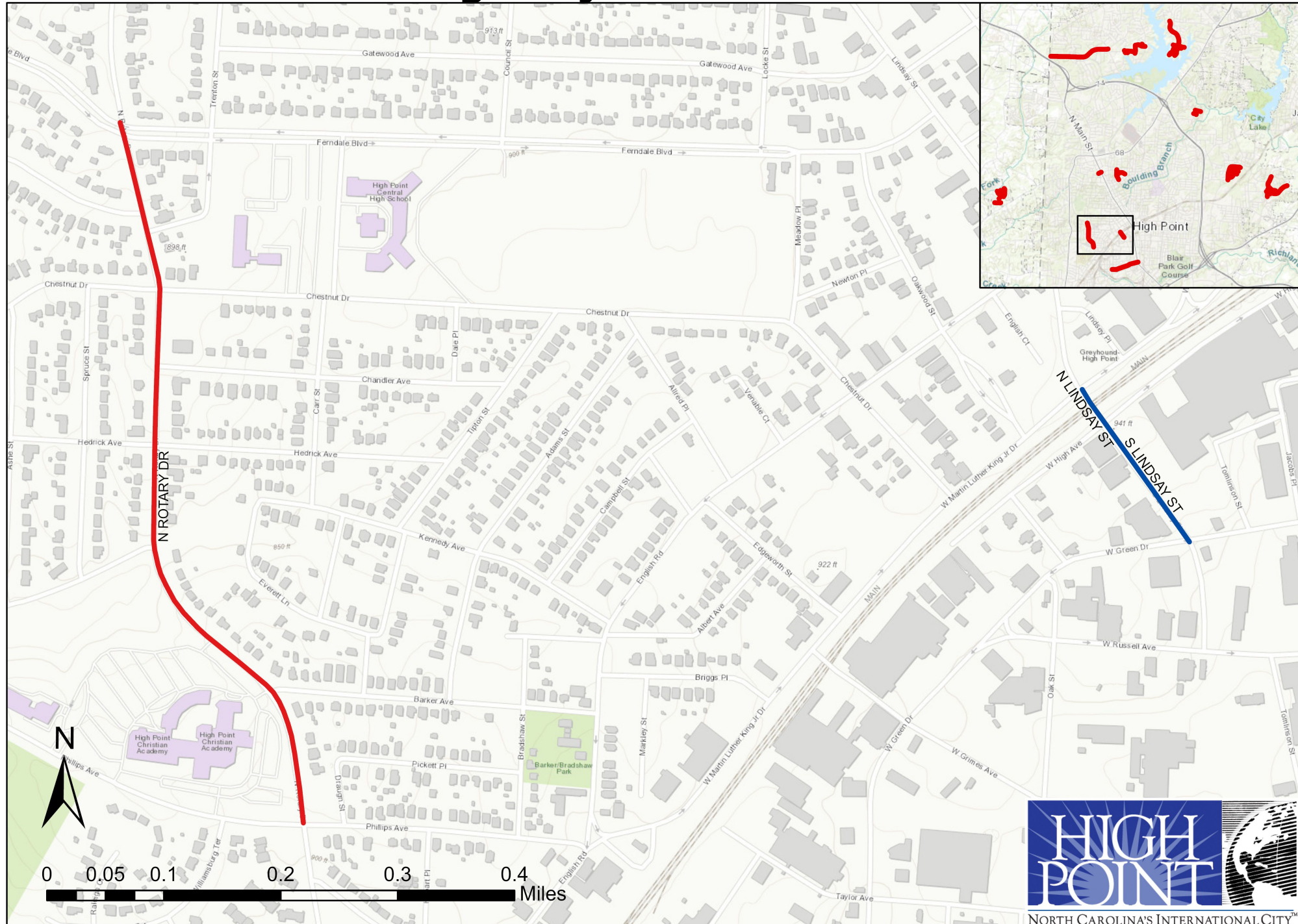
Resurfacing Projects - 2021: Section 5



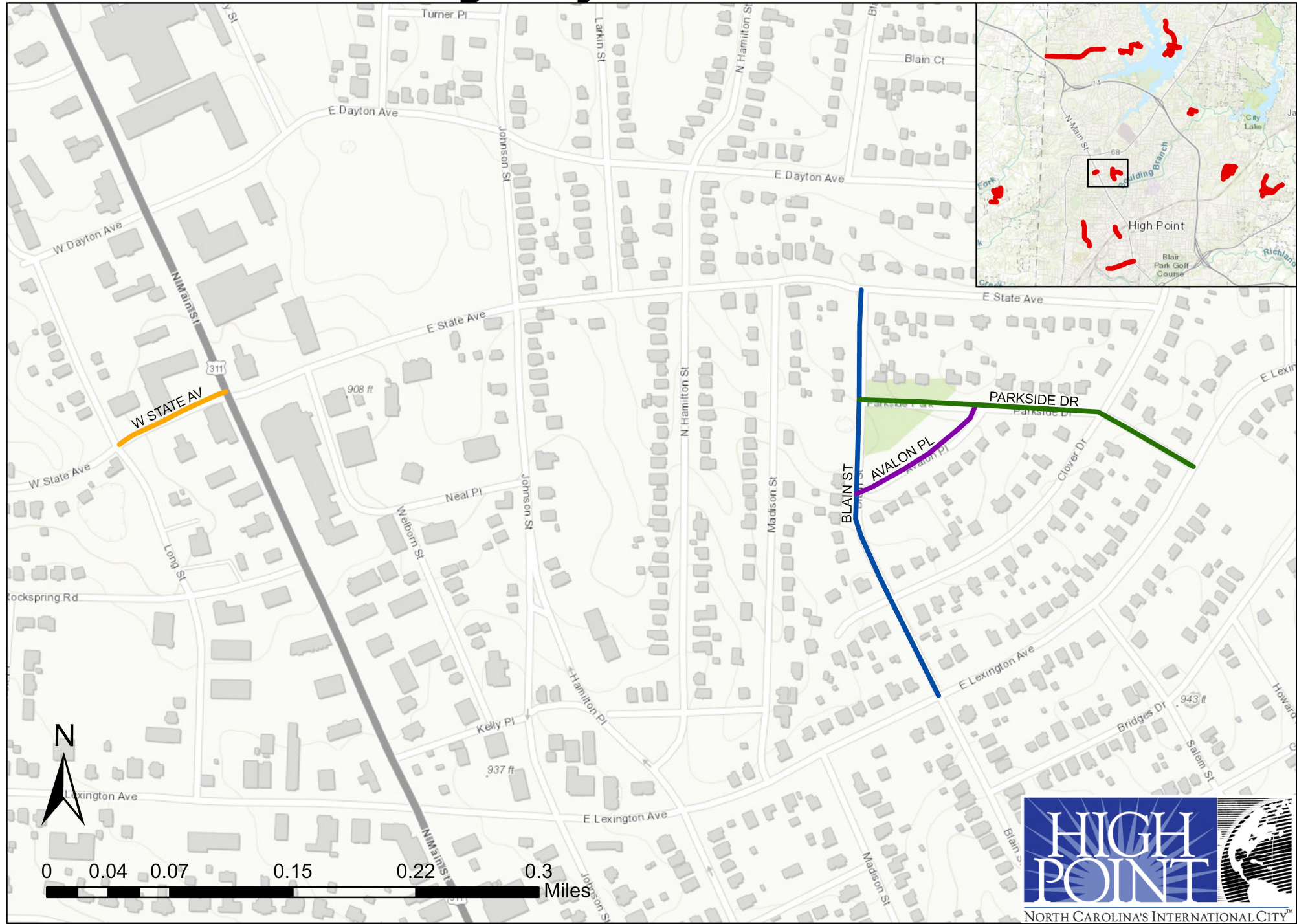
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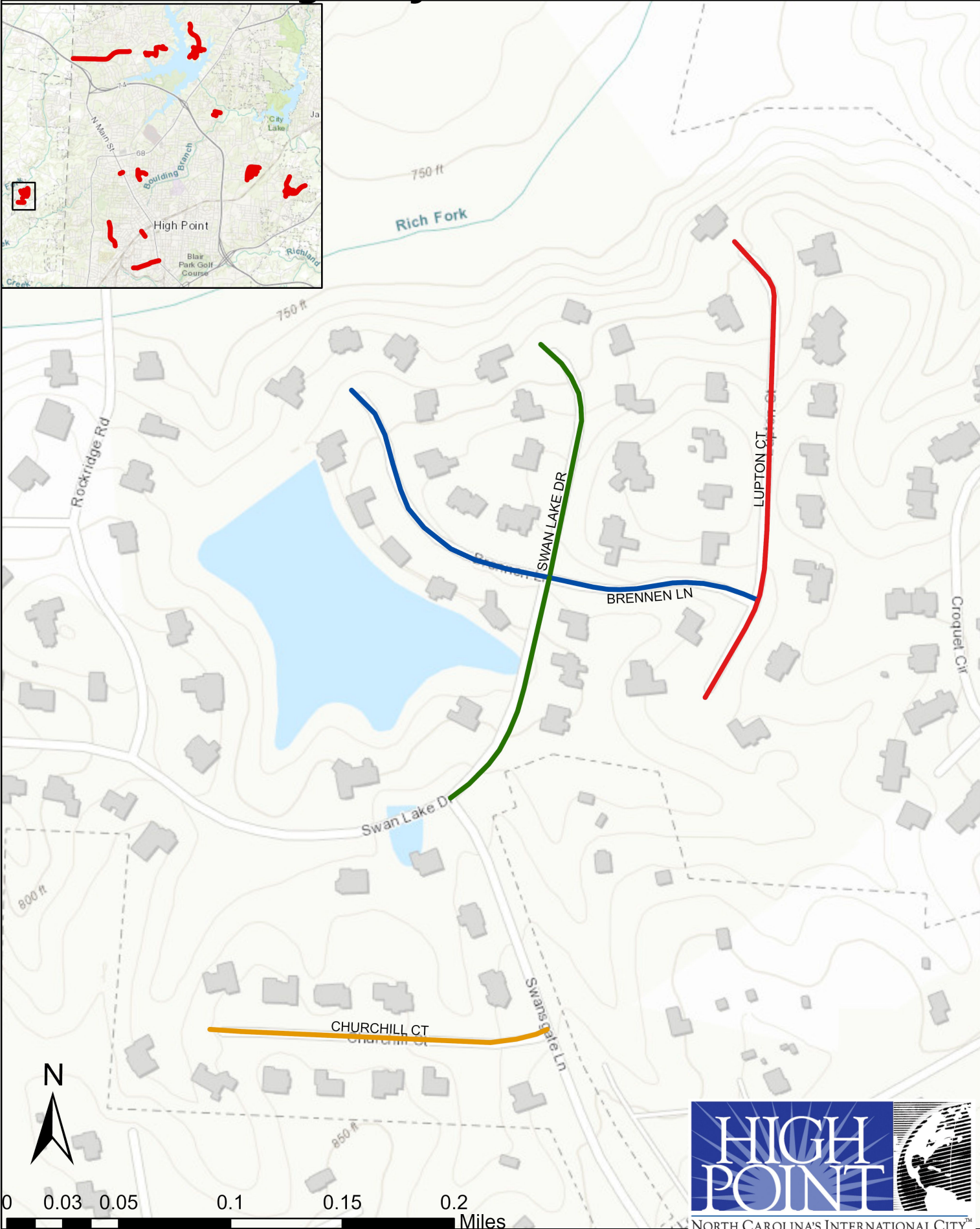
Resurfacing Projects - 2021: Section 7



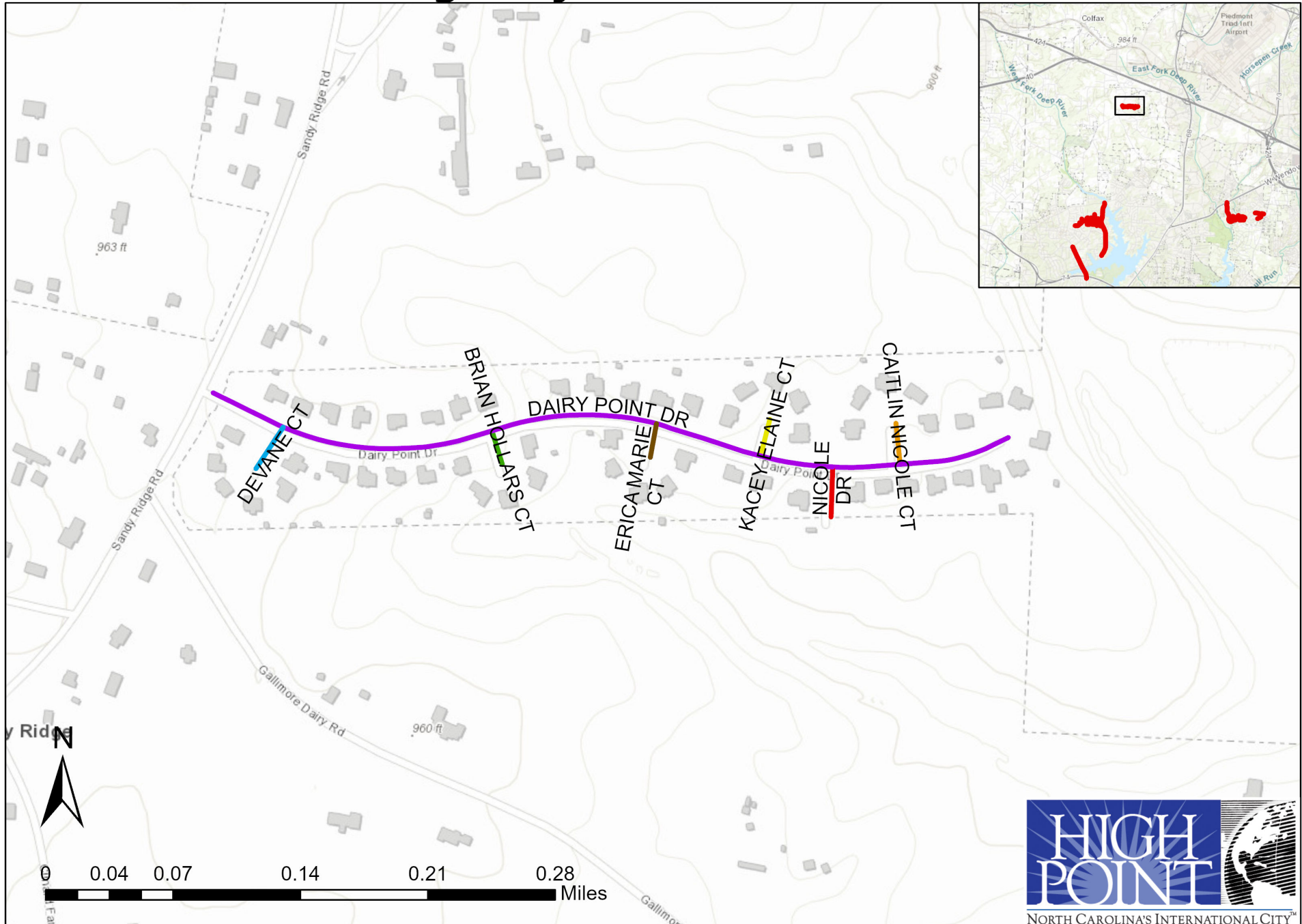
Resurfacing Projects - 2021: Section 8



Resurfacing Projects - 2021: Section 9



Resurfacing Projects - 2021: Section 10





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:

CONTRACT NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

**The Purchasing Division concurs with recommendation submitted by the
award to the lowest responsible, responsive bidder**

**and recommends
in the amount of \$.**

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Parks and Recreation Trust Fund (PARTF) Application & Council Approval

From: Lee Tillery –Parks and Recreation Director

Meeting Date: April 19, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: PARTF Application – Basic Facts and Assurances

PURPOSE:

Certification and approval of the High Point City Council for submittal of a Parks and Recreation Trust Fund (PARTF) grant application for \$500,000 to assist with costs associated with the renovations to City Lake Park.

BACKGROUND:

Parks and Recreation staff is preparing a grant application for \$500,000 to submit for a PARTF grant due May 3, 2021. The application calls for authorization of the High Point City Council endorsing the application and ensuring a local match will be provided should we be awarded. The funds would be directed to the City Lake Park Phase 1 renovations.

BUDGET IMPACT:

PARTF grants require local government applying for a grant to match the amount requested. In this case, we would utilize bond funding (\$500,000) as the required match.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council support the PARTF Grant application for \$500,000 that, if awarded, will assist with funding for the City Lake Park Phase 1 renovations.

N.C. Parks and Recreation Trust Fund (PARTF): 2020-2021 Basic Facts and Assurances

Local Government Name: <u>City of High Point - Parks and Recreation</u>	
Federal Employee I.D. Number: 56- <u>6000231</u>	County: <u>Guilford</u>
Local Government Contact Person for Grant* Name: Mr./Ms. <u>Lee Tillery</u> Title: <u>Director</u> Organization: <u>High Point Parks and Recreation</u> Mailing Address: <u>136 Northpoint Avenue</u> City: <u>High Point</u> State: <u>NC</u> Zip: <u>27262</u> Telephone: <u>336.883.3473</u> E-mail: <u>lee.tillery@highpointnc.gov</u> *must be an employee of the sponsoring local government.	Local Government Manager Name: Mr./Ms. <u>Randy McCaslin</u> Title: <u>Interim City Manager</u> Organization: <u>City of High Point</u> Mailing Address: <u>PO Box 230</u> City: <u>High Point</u> State: <u>NC</u> Zip: <u>27261</u> Telephone: <u>336.883.3291</u> E-mail: <u>randy.mccaslin@highpointnc.gov</u>
Chief Elected Official Name: Mr./Ms. <u>Jay Wagner</u> Title: <u>Mayor</u> Mailing Address: <u>PO Box 230</u> City: <u>High Point</u> State: <u>NC</u> Zip: <u>27261</u>	Type of Project: ☐ Land Acquisition Only ☒ Development Only (construction or renovation) ☐ Land Acquisition and Development
Site Control (check all that apply): ☒ Owned by local government ☐ To be obtained with this land acquisition project ☐ Has been obtained for this land acquisition project using an approved waiver that expires on this date: _____ ☐ Leased by applicant for 25 years or more ☐ Easement ☐ Owned by school board	Costs rounded to nearest dollar: PARTF funds requested: \$ <u>500,000</u> .00 Local government's matching funds: \$ <u>9,500,000</u> .00 Total cost of project: \$ <u>9,500,000</u> .00
Recreation Resources Service (RRS) regional consultant: <u>Rashawn King</u>	
Project Title: <u>City Lake Park Phase 1 Renovations</u>	
Brief description of the proposed project: Renovations to City Lake Park based on recommendations from the City Lake Park Site Master Plan - Phase 1, adopted in 2019. Improvements include renovations to the existing pool area (addition of lazy river, spray pad, play features, additional water slide), replacement of mechanical systems, remodeling of locker rooms, conversion of outdated gymnasium to multipurpose rooms and offices, expansion of great lawn adjacent to a new stage and accessibility improvements throughout the park. Plan also calls for the construction of a pedestrian bridge over City Lake.	
Certification and Approval by Local Governing Board I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period. This application has been approved by the local governing board.	
Chief Elected Official: <u>Jay Wagner</u> Print or Type Name <u>Mayor, City of High Point</u> Title Signature	
If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.	

THIS FORM MUST BE COMPLETE IN ITS ENTIRETY FOR YOUR APPLICATION TO BE CONSIDERED

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

MAIL TO Grantee: 3980 Premier Drive, Suite 210, High Point, NC 27265

Doc Stamps: Exempt

**NORTH CAROLINA
GUILFORD COUNTY**

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 4th day of May, 2021 by and between the **CITY OF HIGH POINT**, a North Carolina Municipal Corporation (P.O Box 230, High Point, NC 27261) hereinafter referred to as the GRANTOR, and, **STERLING REAL ESTATE DEVELOPMENT OF NORTH CAROLINA, LLC** (3980 Premier Drive, Suite 210, High Point, NC 27265), hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, the GRANTOR, subject to and in consideration of the conditions set forth and the further sum of Sixteen-Thousand Five-Hundred and No/100's Dollars (\$16,500.00) to it paid by GRANTEE, the receipt of which is hereby acknowledged, has quitclaimed and by these presents, does quitclaim unto GRANTEE, its successors and assigns, all right, title and interest which GRANTOR has in and to the tracts or parcels of land in the County of Guilford, State of North Carolina, High Point Township, and more particularly bounded and described as follows:

Parcel # 183836 (1002 Gordon St.)

BEING all of Lot No. 1 of the J.L. Skeen Property as per a map recorded in Plat Book 7, Page 141 in the Office of the Guilford County Register of Deeds

Parcel # 193298 (1523 Willard Ave.)

BEING Lot Nos. 59 and 60 of the subdivision map known as Gordon Street Park, as surveyed and platted by William Freeman, C.E., in June 1946, and recorded in Plat Book 14, Page 68 in the Office of the Guilford County Register of Deeds.

The property hereinabove described was acquired by the GRANTOR by instrument recorded in Book 8403, Page 3011.

TO HAVE AND TO HOLD, the aforesaid tracts or parcels of land and all privileges thereunto belonging to the GRANTEE, its successors and/or assigns, free and discharged from all right, claim or interest of the GRANTOR and subject to any easements, restrictions, and right-of-way, if any, and ad valorem taxes for current and subsequent years.

GRANTOR makes no warranty, express or implied, as to the title of the Property.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its corporate name by its Mayor, attested by its Clerk, the day and year first written above.



By:

CITY OF HIGH POINT

Jay W. Wagner
Mayor of the City of High Point

Attest:

Lisa B. Vierling
City Clerk

NORTH CAROLINA
GUILFORD COUNTY

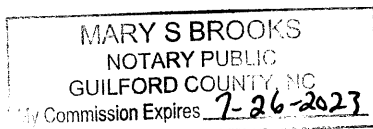
I, Mary S. Brooks, a Notary Public of Guilford County and State aforesaid, do hereby certify that Lisa B. Vierling personally appeared before me this day and acknowledged that she is City Clerk of the City of High Point, and that by authority duly given and as an act of the said City, the foregoing instrument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

WITNESS my hand and official seal, this the 4th day of May, 2021.

Mary S Brooks
Notary Public

My commission expires:

July 26, 2023





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:

CONTRACT NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

**The Purchasing Division concurs with recommendation submitted by the
award to the lowest responsible, responsive bidder**

**and recommends
in the amount of \$.**

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Authorizing Upset Bid Process for Sale of City Owned Property –
1523 Willard Avenue & 1002 Gordon St.

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, April 19, 2021

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution
Map - 1523 Willard Avenue
Map - 1002 Gordon Street

Purpose/Background:

The City has received an offer of \$16,500 from Sterling Real Estate Development of NC, LLC for two City owned properties located at 1523 Willard Avenue (Parcel No. 193298) consisting of 9,147 square feet (0.21 ac), and 1002 Gordon Street (Parcel No. 183836) consisting of 10,454 square feet (0.24 ac).

Budget Impact:

None

Recommendation:

Council is requested to adopt a resolution accepting the offer of \$16,500.00 and authorizing the sale of the properties located at 1523 Willard Avenue and 1002 Gordon Street through the upset bid procedure of N.C.G.S. 160A-269, and directs the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR TWO CITY PROPERTIES
LOCATED AT 1523 WILLARD ROAD AND 1002 GORDON ROAD, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns two vacant lots located at 1523 Willard Avenue (Parcel No. 193298) and 1002 Gordon Street (Parcel No. 183836). 1523 Willard Road consists of approximately 9,147 square feet (0.21 acre) in size and 1002 Gordon Road consists of approximately 10,454 square feet (0.24 ac.) in size (“Properties”); and

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

WHEREAS, Sterling Real Estate Development of NC, LLC has made an offer of \$16,500.00 for the Property and paid the required five percent (5%) deposit on their offer;

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

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

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

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

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

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

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

7. The terms of the final sale are that

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

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

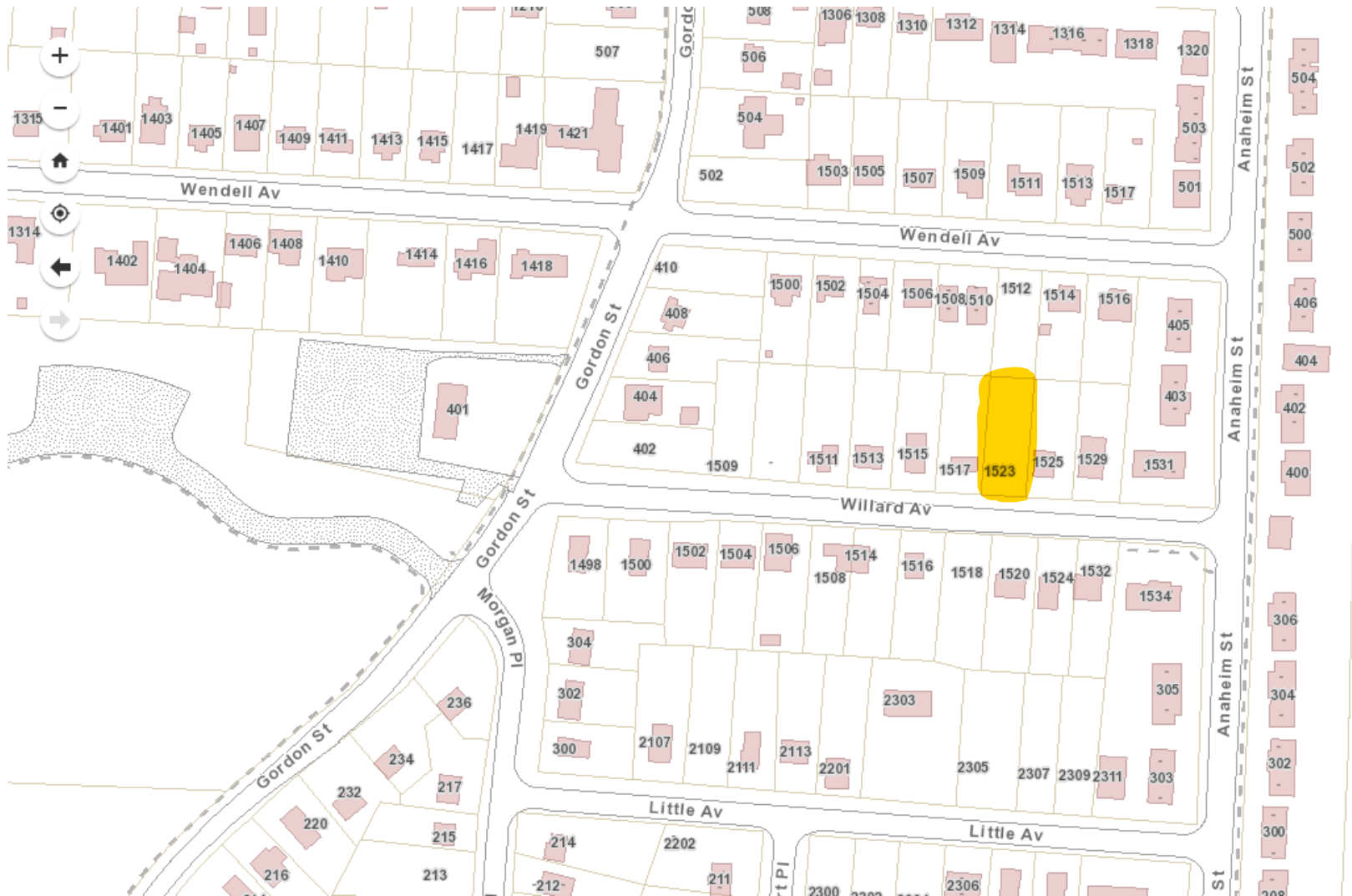
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Sterling Real Estate Development of NC, LLC.

Adopted this the 19th day of April, 2021.

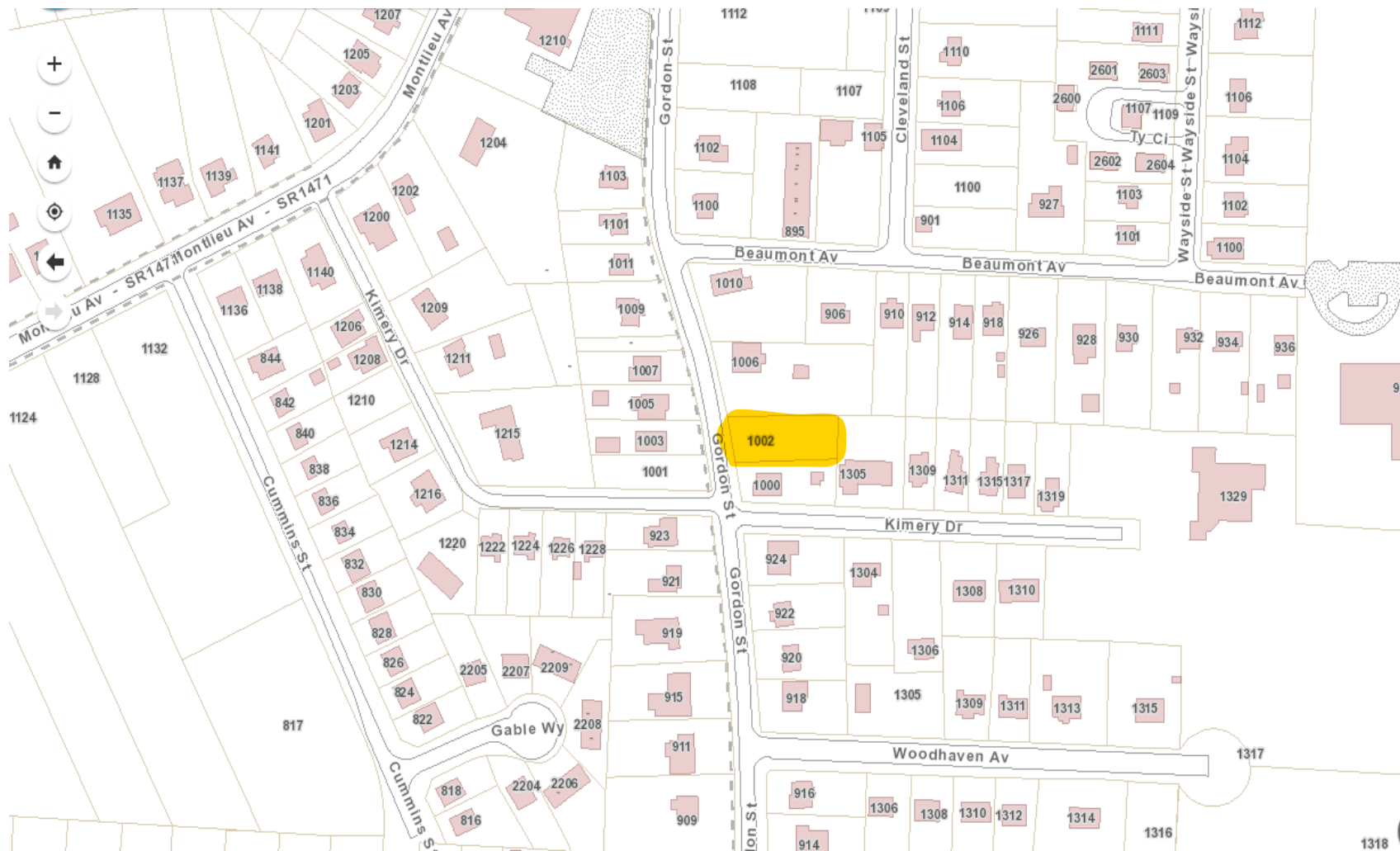
Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk

Sale of City Property 1523 Willard Ave. Ward 1



Sale of City Property 1002 Gordon St. Ward 1



CITY OF HIGH POINT

AGENDA ITEM



Title: Authorize Installment Financing Contract for Fleet Equipment Replacement

From: Bobby D. Fitzjohn, Financial Services Director **Meeting Date:** April 19, 2021
Public Hearing: N/A **Advertising Date:** N/A
Attachments: Approving Resolution – 2021 IFA **Advertised By:** N/A
Bid Tab

PURPOSE:

To recommend that the City Council authorize the issuance of an installment financing contract for fleet equipment replacement needs.

BACKGROUND:

The issuance of any debt obligation (bonds, notes, financing agreements, and leases) of the City requires the authorization of the City Council. Installment financing contracts are authorized by G.S. 160A-20.

The FY 2020-2021 Budget identified the need for replacement public service fleet vehicles, and this equipment has been ordered. This equipment will be financed over a 5 year period.

Request for proposals were sent to 14 financial and leasing institutions, and the city received 4 responses, all of which were responsive and conforming to the specifications for the proposal. It is recommended that City Council accept the bid with the lowest total cost of financing and meeting specifications, and award the financing agreement to Banc of America Public Capital Corporation. Banc of America Public Capital Corporation provided the City with an interest rate of 0.8558%, which was the lowest bidder. A summary of the bid results is attached for your information.

The bid results were evaluated on the initial proposal which requested estimated funding not to exceed \$1,846,000 as budgeted. The repayment will be over ten years for a total repayment of \$1,887,750.40.

BUDGET IMPACT:

Future debt service will be funded in the Internal Service Fund – Fleet Services Division.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to adopt the resolution authorizing the execution and delivery of an installment financing agreement, a security agreement, and related documents in connection with the financing of various vehicles for the City of High Point.

City of High Point
Installment Financing Bid Tab

Institution	Rate%	Term	Additional Fees	Total of Payments
Banc of America Public Capital Corp	0.8558	5	none	1,887,750.40
Pinnacle FP	1.10	5	Not to exceed \$6,500	1,899,766.77 *
BB&T	1.17	5	none	1,903,219.60
US Bancorp	1.3999	5	none	1,914,587.56

* Lender submitted 15 year amortization. Total is calculated based on terms submitted.

Equipment to be financed:

Description	Purchase Amount	PO#	Est Delivery
Freightliner Leaf Truck	\$220,387	103571	Received
Automated Refuse Truck	\$314,522	103595	Received
Automated Refuse Truck	\$314,522	103595	Received
Automated Refuse Truck	\$314,522	103595	Jan-March,2021
Roll-Off Container Truck	\$179,898	103702	Received
Rear Loading Refuse Truck	\$188,886	104090	Jan-March,2021
Dump Truck	\$178,804	104093	April-June,2021
Chrysler Pacifica	\$19,315	104093	Received
Compact Rear Loading Truck	\$115,358	104093	July-Sept, 2021
TOTAL	\$1,846,214		

The City Council of the City of High Point, North Carolina met in 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 April 19, 2021.

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

Absent: Council Members

Also Present: _____

* * * * *

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

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
AN INSTALLMENT FINANCING AGREEMENT, A SECURITY
AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH
THE FINANCING OF VARIOUS VEHICLES FOR THE CITY OF HIGH
POINT, NORTH CAROLINA**

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

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

(a) There exists in the City a need to finance the cost of various vehicles (collectively, the “Equipment”).

(b) The City has determined that the most efficient manner of financing the Equipment will be through the entering of an Installment Financing Agreement (the “Agreement”) with Banc of America Public Capital Corp (the “Lender”) pursuant Section 160A-20 of the General

Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the City in an amount sufficient to pay the costs of financing the Equipment and paying certain financing costs relating thereto, and the City will repay the advancement in installments, with interest (the "Installment Payments").

(c) In order to secure its obligations under the Agreement, the City will execute and deliver a Security Agreement, dated as of the date of delivery thereof (the "Security Agreement"), granting a security interest in the Equipment.

(d) There has been presented to the City Council at this meeting drafts of the Agreement and the Security Agreement.

Section 2. In order to provide for the financing of the Equipment, the City is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in the principal amount of \$1,846,000. The City shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the installment payments shall be designated as principal and interest as provided in the Agreement.

Section 3. The City Council hereby approves the Agreement and the Security Agreement in substantially the forms presented at this meeting. The Mayor, the City Manager and the Financial Services Director of the City are each hereby authorized to execute and deliver on behalf of the City said documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the City Council of any such changes. The City Clerk or any Deputy or Assistant City Clerk of the City is hereby authorized and directed to affix the official seal of the City to said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the City in any action for breach of any contractual obligation authorized pursuant to this resolution and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 5. The Mayor, the City Manager, the Financial Services Director and the City Clerk of the City, and any other officers, agents and employees of the City, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 6. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled “RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS VEHICLES AND EQUIPMENT FOR THE CITY OF HIGH POINT, NORTH CAROLINA” was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Lisa B. Vierling, MMC, City Clerk of the City of High Point, North Carolina, DO
HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City
Council of said City at a regular meeting held on April 19, 2021, as it relates in any way to the
adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said
City Council.

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

WITNESS my hand and official seal of said City this 19th day of April 2021.

City Clerk

[SEAL]