

City of High Point

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



Meeting Agenda

Thursday, February 3, 2022

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Chair

Committee Members:

Michael Holmes

Monica Peters, Mayor Pro Tem

Victor Jones

Jay Wagner, Mayor (Alternate)

FINANCE COMMITTEE - Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS****[2022-32](#)**

Contract - Sole Source - CI Technologies, Inc.--IAPro & BlueTeam Software - High Point Police Department
City Council is requested to award a sole source contract to CI Technologies, Inc in the amount of \$35,600 for the purchase of IAPRO & BlueTeam Software for the High Point Police Department.

Attachments: [1. Sole Source Contract-CI Technologies, Inc. High Point Police Department - I/](#)

[2022-33](#)

Contract - American Process Group, LLC - Aluminum Sulfate Sludge Dewatering - North Lagoon Ward Water Treatment Plant
City Council is requested to award a contract to American Process Group, LLC in the amount of \$733,991.00 to dredge and dewater the contents of the Ward Treatment Plant's alum sludge lagoon (north).

Attachments: [2. Contract - American Process Group LLC - Aluminum Sulfate Sludge Dewater](#)

[2022-34](#)

Contract - Oltrin Solutions LLC - Sodium Hydroxide - Bulk Chemical Purchase-Piggyback Bid-Winston Salem/Forsyth County Utility Commission - Water & Wastewater Treatment Plants
City Council is requested to approve authorization to piggyback off the Winston-Salem / Forsyth County Utility Commission's bid submitted by Oltrin Solutions LLC in the amount of \$265,540 for the bulk purchase of Sodium Hydroxide.

Attachments: [3. Contract - Oltrin Solutions LLC - Sodium Hydroxide Chemical-Piggy Back Wir](#)

[2022-35](#)

Contract - Sole Source - Atlantic Technical Sales-Valmont Industries, Inc. - Traffic Signal Poles & Mast Arms - Qubein Avenue - Hamilton Street
City Council is requested to award a sole source contract to Atlantic Technical Sales, representing manufacturer, Valmont Industries, Inc. in the amount of \$52,213.00 for the purchase of traffic signal poles and mast arms for the intersection upgrades at N. Hamilton Street and Qubein Avenue.

Attachments: [4. Sole Source Contract-Atlantic Technical Sales - Valmont Inds. - Traffic Signal](#)

[2022-36](#)

Community Development & Housing Department - New Position - Compliance Officer
City Council is requested to approve the creation of a Compliance Officer position in the Community Development & Housing Department as recommended by an outside audit and that the necessary funding be appropriated.

Attachments: [6. Compliance Officer Position - Community Development & Community Housin](#)

[2022-37](#)

Resolution - Condemnation - 302 Montlieu Avenue

City Council is requested to adopt a resolution authorizing the City Attorney to give a 30 day Notice

of Condemnation to the property owner of 302 Montlieu Avenue, to file the necessary proceedings under Chapter 40A of the North Carolina General Statutes, and to authorize the Finance Director to issue a draft in the amount of \$541.00 to the Clerk of Superior Court as just compensation to the property owner.

Attachments: [7. Resolution - Condemnation 302 Montlieu](#)

[2022-38](#)

Grant of Easement - Duke Energy - High Point City Lake

City Council is requested to approve the dedication of an easement to construct electric and communication lines, which will be underground and located across a 20 foot strip of land in uniform width lying equidistant on both sides of a centerline, along with an area ten feet wide on all sides located at the High Point City Lake.

Attachments: [8. Easement - Duke Energy - High Point City Lake](#)

[2022-45](#)

Resolution - Elliott Sidewalk Communities (ESC)- Reimbursement Agreement -Elm Street Plaza/Appling Way - Capital Improvement Plan

City Council is requested to adopt a resolution to approve a reimbursement agreement with Elliott Sidewalk Communities (ESC) and approve the addition of the project to the Capital Improvement Plan.

Attachments: [9. Resolution-Elliott Sidewalk \(ESC\) Reimbursement Agreement - Plaza and Ap](#)

[2022-39](#)

Guilford County 2022 Property Reappraisal (Revaluation)

City Council is requested to acknowledge notification of the Guilford County 2022 Property Reappraisal (Revaluation) assigning new values to all real property in the county at its current market value. Informational presentation.

Attachments: [5. Guilford County Reappraisal-Property Revaluation 2022](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: IAPro & BlueTeam Software- Sole Source Purchase

From: J. Travis Stroud, Chief of Police

Meeting Date: February 7, 2021

Public Hearing: N/A

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

Attachments: Quote
Sole Source Letter

PURPOSE:

City Council is asked to award a Purchase Order as a Sole Source to CI Technologies Inc. for IAPro & BlueTeam Software. The purchase will be made with general budget funds.

BACKGROUND:

In December of 2021, the NC Senate passed Bill 300. This bill, better known as the Criminal Justice Reform Bill, was a direct result of many high-profile law enforcement incidents across the country. It is loaded with many elements that directly affect operational standards for all NC police agencies to include:

- Development of a database for officer certification suspensions and revocations
- Database development for law enforcement officer critical incident information
- The requirement to report material relevant to the testimony
- Numerous other sections about minimum standards, transportation of involuntary commitments, study for mental and wellness strategies, etc.

Most importantly in Senate Bill 300 was:

"§ 17A-10. Development of law enforcement early warning system.

(a) Every agency in the State that employs personnel certified by the North Carolina Criminal Justice Education and Training Standards Commission, or the North Carolina Sheriffs' Education and Training Standards Commission shall develop and implement an early warning system to document and track the actions and behaviors of law enforcement officers for the purpose of intervening and improving performance. The early warning system required by this section shall include information, at a minimum, regarding the following: (1) Instances of the discharge of a firearm. (2) Instances of use of force. (3) Vehicle collisions. (4) Citizen complaints.

(b) Information collected under this section that is confidential under State or federal law shall remain confidential. (c) For purposes of this section, "law enforcement officer" means any sworn law enforcement officers with the power of arrest, both State and local."
SECTION 8.(b) This section becomes effective December 1, 2021 and applies to actions and behaviors on or after that date.

<https://www.ncleg.gov/Sessions/2021/Bills/Senate/PDF/S300v7.pdf>

The current system utilized by the High Point Police Department does not "track", it simply documents and provides a database in which a manual review can take place. The new software requested will allow the Department to come into compliance with the standards outlined in Senate Bill 300.

CI Technologies, Inc. of St. Augustine, Florida is the sole source vendor of IAPro, BlueTeam, and EIPro Professional Standards software products and the leading provider of NC Law Enforcement agencies.

BUDGET IMPACT:

General budget funds have been identified for this purchase.

RECOMMENDATION /ACTION REQUESTED:

The Police Department is requesting Council approval to purchase IAPRO & BlueTeam Software using the sole source bid recommendation from CI Technologies Inc. in the amount of \$35,600 using the general budget funds.

SOLE SOURCE STATEMENT – IAPRO, BLUETEAM AND EIPRO

SUMMER/FALL 2021

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Overview

CI Technologies, Inc. of St. Augustine, Florida is the sole source vendor of IAPro, BlueTeam and EIPro Professional Standards software products.

IAPro, BlueTeam and EIPro have been created by CI Technologies and can be purchased directly from CI Technologies or a reseller channel. In addition, CI Technologies is the sole source provider of training, data migration, data integration, along with user and technical support for both IAPro, BlueTeam and EIPro.

IAPro NextGen, BlueTeam NextGen and EIPro are fully web-enabled applications built using enterprise-level technologies. They share a common underlying architecture, which simplifies support and maintenance.

CI Technologies is constantly keeping aware of software applications that compete with IAPro, BlueTeam and EIPro, their feature sets, and their customer bases.

Many of the features and capabilities of IAPro, BlueTeam and EIPro are to our knowledge not shared by any other competing Professional Standards software products. These include, but are not limited to capabilities and features outlined in the following sections.

Architecture/Overall Design

- A unique three-application solution.
 - IAPro: designed for daily use by OPS/IA Units
 - BlueTeam: designed for use by front-line officers and supervisors with minimal or no training necessary
 - EIPro: advanced, real-time early intervention analytics
- BlueTeam and IAPro support entry and management of a wide range of incident types including use-of-force, vehicle accident, vehicle pursuit, show of force, drug test, complaints and user-defined incidents.
- In-built GIS features include automatic geo-coding of addresses and locations being entered along map-based interfaces to support most accurate location capture (IAPro and BlueTeam)
- Real time peer-group analytics (EIPro only)
- Filtered drill-down to involved incidents based on user's defined role (EIPro and BlueTeam)
- Real time EI dashboard with drill-down capability based on user's defined role (EIPro and BlueTeam)
- Multi-lingual configuration capability
- Specialized configurations for Commonwealth countries – Australia, Canada and New Zealand

- Non-Police mode for customers that are not Police or Correctional
- Annual Users Conference along with 8+ two-day training symposiums.
- The 2019 conference in Florida saw over 650 attendees.
- The 16th annual users conference in 2021 in St Petersburg, Florida will offer multiple training tracks and will include networking forums, presentations and discussions regarding how to meet the rapidly evolving environment today as well as basic and advanced training sessions.

Investigative/case management and workflow support

- BlueTeam includes routing of incidents via the chain of command with review and approval functions
- BlueTeam include features that integrate with departmental e-mail so that supervisors are notified via e-mail of new incidents that have been routed to them for review and approval.
- BlueTeam also features the Incident management dashboard for higher-level supervisors in the field. This allows for better management and assignment of incidents incoming into BlueTeam from IAPro.
- Comprehensive snapshot storage of officer profile at time of incident
- Ability to track hearings and appearances. This feature enables the ability to track hearings, such as Lauderhill and/or appeals.
- Full-featured disclosure log used to track disclosure of information based on requests from outside entities such as media and attorneys.
- Intelligent quality assurance (QA) features that notify users of incomplete entry of incident data. This important feature helps to ensure entry of all data needed to feel statistical reports and charts, and is particularly helpful for new users.
- Case management with visual drill-down capability.
- Reminders of overdue and approaching overdue status incidents and investigative tasks at user login.
- Automatic creation and assignment of due dates and investigative tasks when each incident is initially entered, based on parameters set by the administrator.
- Secure incident routing features within IAPro provides a fully-secure capability to route incidents among users. Notification of un-read mail is provided at login to the system administrator, so that mail that is overdue to be reviewed and handled can be managed.
- Purge features built based on customers' needs: Incident level and officer/incident level purge features include purge log, purge hold-back (when involved officer has pending disciplinary or complaint issue), and retention of data utilized in statistical reporting.
- Body Worn Camera tracking and reporting functionality
- Access, manage and rename IAPro specific incident types such as Use of force, Accidents or Stops.

- BlueTeam Allegation feature allows allegations to be visible on one of more incident types as well as a recommend finding.
- Officer and Citizen Roles will now display in BlueTeam to capture key details such as third party, primary involved, juvenile, first responder or supervisor responding.
- Bifurcated incident types (such as various levels of use of force) as requested by Seattle Police Department to support appropriate response to incidents based on key factors such as severity of injury to involved parties
- Specific features for organizations that have a separate unit from IA/PSU that tracks and records discipline into the system.
- California-specific features including response to Pitchess Motion officer history printout, incident-level purge with purge date maintenance features, vehicle pursuit data elements accommodate information of CHP reporting form, and time/effort tacking for case investigation costs reimbursement from State of California DOJ.

Access/security control

- Access/security control with multi-level access screening, feature access control, and advanced read/write access control by user or unit.
- Robust and detailed background audit logging
- Timescales specialized background logging of incident progression to support Commonwealth country customers' audit requirements
- Comprehensive snapshot storage of officer profile at time of incident
- **Meets US Federal Government guidelines for strong password security including:**
 - ✦ A password minimum length can be configured
 - ✦ Passwords are stored encrypted in the database
 - ✦ Specify passwords contains one or more lower case character
 - ✦ Specify passwords contains one or more upper case character
 - ✦ Specify passwords contains one or more numeric character
 - ✦ Specify passwords contains one or more special non-alphanumeric character
 - ✦ Password re-use detection and limit so that a previously used-password cannot be re-used
 - ✦ User accounts are locked out after a specified number of unsuccessful logon attempts
 - ✦ LDAP/Active Directory login/password integration

Statistical and detail reports and charts

- All detail reports' output is screened by user access level and incident lock-down criteria
- IAPro NextGen offers "Web Reports" with advanced drag-and-drop, query builder and charting capabilities.
- IAPro offers export of nearly all reports' and early intervention interfaces' data directly to MS Excel by simply clicking on a button.

Linked files and document storage

- An unlimited number of files of any type – such as audio, image, PDF, MS Word, etc. - can be linked to each incident in both IAPro, BlueTeam and EIPro.
- Linked files functionality enhanced with linked URLs to support access to cloud stored body worn and in-car camera videos. Works with Evidence.com and other commonly used file storage providers, or customer configured cloud storage.
- Linked files features include –
 - Four file storage models to best fit the customer's file storage, management and security requirements
 - Secure file storage to fully control and centralize access via a specialized network account
 - Virtual folders to assist users in organizing linked files into named folder groupings

Correspondence

- Word template integration, with over 120 bookmarks for automatic form and document creation.

Accreditation

- **CALEA requirements:** Separate reports, each meeting a specific CALEA guideline/requirement, including:
 - Complaints received for defined time period
 - Annual Evaluation of Early Warning System
 - Annual Record of all complaints Maintained o Annual Summary of Complaint Allegations

- Time Frame for Completion of Case o Summary of UOF Complaints
- Complaints of Unreasonable Force Findings
- Documented Analysis of Use of Force Reports
- Biased Based Policing Statistics Report
- Annual Evaluation of Early Warning System – Detailed
- CIMRS Use-of-force statistical report
- CIMRS Vehicle pursuits report
- CIMRS Agency-Wide Breakdown Of Sworn And Non-Sworn Positions
- IAPro, BlueTeam and EIPro allow our customers to meet over 35 different accreditation standards relating to complaint monitoring, use of force reporting, pursuits, firearm discharge reporting and Early Intervention.

Critical Incidents

- BlueTeam includes a “clickable” body image for capture of force contact points and injuries in a user-friendly manner similar to many paper report formats (see below screen)

BlueTeam
Field Support Services

[Return to Incident](#)

Add Force Used by Sergeant Brent Peppiatt

Add Force Used

Force Type:

Was Force Effective?
☒ Yes ☐ No ☐ Limited

Less Lethal Details

Serial #:

Cartridge #:

☐ Was the device deployed only?
☐ Was this a projectile / probe deployment?
☒ Was this a direct contact / drive stun contact?

Number of cycles
 Duration of cycles:

☒ Did the application cause injury?
☒ Was the cartridge attached?
☒ Was a follow up drive stun conducted?
☐ Was this an accidental (unauthorized) discharge?

Additional Details

☐ Was this an arc display?
☐ Citizen was painted with laser / red dot

FRONT

BACK

Missed

X

- Specialized Show of Force incident type to track instances where force may be displayed but not deployed.
- Specialized K9 utilization incident type to track deployment of a K9 with related bite statistics module.

- Specialized data elements to identify citizens in crisis during incident, homeless, primary language other than English and enhanced sex/gender identification.
- Optional Critical Incident Tab which can be configured for one of more incident types to allow Crisis Intervention Information Tracking.
- New BlueTeam dashboard to support monitoring of incoming use-of-force, pursuit and other critical incidents.

Early intervention

- Standard alert Identification of early intervention candidates is comprehensively supported. IAPro supports early intervention further by allowing alerts on specific types of force used (for use-of-force incidents) as well as by individual allegations within complaints as well.
- Early intervention features also include advanced alert overrides based on involved officer assignment, use-of-force alerts, allegation alerts, monitored officer alert, supervisory alerts, organizational component alert and peer-group analysis.
- Early Intervention analytics features provide quick and accurate visibility of trends and identification of out-of-standard employee and organizational areas. A variety of report and grid interfaces supplement IAPro's alert functionality to allow in-depth analysis: Peer-group analysis by organizational unit, Incident frequency analysis by organizational unit, Top-percentile analysis and Activity vs. incidents analysis (necessitates an interface with customers' activity data) .
- BlueTeam offers EI Dashboard with filtered, purview based drill-down capabilities to the underlying incidents.
- Specialized EI platform with real-time peer-group and threshold based analytics and filtered drill-down to employee involved incidents (EIPro)

Licensing Terms

- IAPro, BlueTeam and EIPro pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel – especially supervisors – is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.
- Annual maintenance includes provision of all upgrades including when IAPro, technical and end-user support services provided via phone and e-mail in a timely manner during the period it is in-effect.

Correctional-specific

- Correctional mode setting that activates related features for correctional customers. o Correctional customers can configure the facilities breakout nomenclature (region, cellblock, pod, etc.) that reflects their needs. This results in system screens and reports that reflect each customer's specific nomenclature.
- Ability to track information on current facility and location of each inmate with that information saved each time that inmate is linked as an involved party to an incident. This enables reporting and statistical analysis of where within the customer's facilities complaints, uses of force, and other incidents are occurring.
- Addition of a user-defined inmate number fields so that involved inmates are positively identified.
- Ability to link one or more charges and their dispositions to each involved inmate, in order to better handle complaints against inmates
- Charge disposition is included with the citizen/inmate linked charge record so that each charge's disposition can be tracked and reported on
- Special icon to identify inmates as distinct from other involved parties o Ability to track and report on statistics for Conductive Energy Devices (seen below)

California-specific

- Ability to track public records requests to include, California Pitchess Motion of Request or any other public disclosure.
- Ability for departments to track two unique addresses for employees (home and work), separate phone numbers (home and work) along with social security numbers for mandated state reporting requirements.
- Documents recoverable costs (from CA State Attorney General Office) for cases with recoverable activities by Department personnel. A case's linked tasks include capture of time spent in hours and minutes, along with recoverable indicator. Associated reports list tasks and roll up time spent by case for cases handled during a time period.

Company Background

CI Technologies has conducted business since March 1992. Its sole business is to provide "off the shelf" software products specifically created for the public sector internal affairs/professional standards and criminal intelligence units.

CI Technologies, Inc. is a Florida Chapter "S" corporation. CI Technologies site locations include: Vancouver, British Columbia, St. Augustine, FL, and Amherst, New Hampshire.

CI Technologies' product-based rather than custom software focus results in superior software functionality at reasonable cost to its customers. It also results in a company with strong growth and staying power over the long-term, rather than one dependent on a few large clients or contracts.

Product development and technical support are also vastly simplified. CI Technologies' products are all created using industry-standard programming languages and are designed to use mainstream relational database engines. They are architected to be scalable from single desktop to wide-area usage. Several of CI Technologies' customers run its software products in statewide, citywide or countywide wide-area mode.

CI Technologies has a long history of offering timely and effective technical support to our customers. This can be confirmed by contacting any of our customers. CI Technologies is a rapidly growing company sales-wise and has on average a 3 to 4 month sales backlog.

CI Technologies' IAPro integrity solution was first released in 1998. Over 950 public safety agencies in 4 countries run IAPro. Those countries include: the USA, Canada, Australia and New Zealand.

- Company name: CI Technologies, Inc.
- Mailing address: PO Box 57, Amherst, NH 03458, USA
- Number of years in operation: 28 years
- Number of years in public safety software business: 28 years
- Number of employees: 20+ full and part time employees



Michael Blumberg
President – CI Technologies, Inc.
800.620.8504 sales@iapro.com



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October 25, 2021

Captain Curtis Cheeks III
High Point Police Department
Email: Curtis.Cheeks@highpointnc.gov
Off: 336-887-7820

Captain Cheeks,

Thank you for your interest in our IAPro software for use by the High Point Police Department. I have prepared the below price quote covering costs with implementing IAPro and optional Blue Team software at your agency.

I would be glad to answer any questions you may have on this proposal.

IAPro Price Quote

<u>Item</u>	<u>Purchase costs</u>
IAPro Professional Standards software includes: • Unlimited-use Site License □ Unlimited number of users • Unlimited number of workstations • Installation • Pre-Load of employee information	\$ 16,000.00
2 Days On-Site or Remote Training • IAPro User training • System Configuration with core users	\$ 2,400.00
Travel Expenses for Trainer	\$ Included
Total for IAPro Software and Services	\$ 18,400.00

<u>Optional BlueTeam</u>	
BlueTeam Field Support Services Software • Unlimited-use Site License □ Unlimited number of users • Unlimited number of workstations • Installation	\$ 11,000.00
1 Days On-Site or Remote BlueTeam training	\$ 1,200.00

Mailing Address/Remit Address: P.O. Box 57 • Amherst, NH 03031 • USA

Toll Free: (800) 620-8504 Fax: 800.620.8504 Web: www.iapro.com

CI Technologies Inc. is the Sole Source Provider of the IAPro and BlueTeam Software



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Travel Expenses for Trainer	\$	Included
Total with IAPro and Optional Blue Team	\$	30,600.00

Data Migration Services	
Off-site one-time data migration of one Central Square database currently in use by the agency. • Work to be performed off-site by CI Technologies data migration specialist.	\$ 5,000.00
*Note: If data cannot be sent off-site, remote unassisted access to your network and database would be required. - CI Technologies will migrate only those data elements from currently used system that map cleanly to existing IAPro data elements. *CI Technologies will need to review the current system to be sure the data migration is viable prior to commitment of proposed data migration costs.	
Total IAPro - Optional Blue Team - Data Migration	\$ 35,600.00

Annual Maintenance Commencing the 2 nd Year of Ownership	
IAPro	\$ 4,000.00
BlueTeam	\$ 2,750.00
Maintenance Totals	\$ 6,750.00

Officer Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPro database, prior to installing IAPro at your agency. This is a one-time service offered at no additional cost.

Annual Maintenance

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis and can be discontinued at any time.



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The agency's annual maintenance cycle will not commence until training occurs. The first twelve (12) months of annual maintenance is provided free of charge.

Unless requested otherwise by the agency, the first maintenance invoice will be prorated to bring the agency's invoice cycle up to a January thru December calendar year. Thereafter, annual maintenance is invoiced on a calendar year basis, and will be disseminated each year in January.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPRO software.

Important Note

The purchase of the IAPRO system does not include hardware, OS licensing or SQL Server licensing.

Most agencies that purchase IAPRO have an existing server with existing Microsoft SQL Server licensing. IAPRO can be installed on your existing hardware and within your existing SQL Server instance.

Employee Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPRO database, prior to installing IAPRO at your agency. This is a one-time service offered at no additional cost.

Training

IAPRO training is conducted by an IAPRO training specialists. Each IAPRO training specialist is a current or former law enforcement professional with extensive investigative experience.

IAPRO training is heavily oriented towards hands-on usage. To this end, a special "training" version of IAPRO is installed on each workstation used for training. This is a full-featured version of IAPRO with demo/training database installed on the workstation hard drive. It is strongly recommended that there be one trainee per training workstation. An LCD projector is also needed for training.

HR Integration

If quoted in this proposal, the HR Integration process will be written as a SQL Stored procedure and will integrate data from an existing SQL Server data source containing the needed employee data elements.



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*The integration process will bring in data elements that map to existing data elements within IAPRO. New data elements will not be added.

See the “HR Integration Overview” document for details on this process.

Data Migration

The purchase price of IAPRO and Blue Team does not include data migration of existing data. If the agency requests a quote can be provided for this service.

Considerations Regarding our Solution

Four aspects of our solution are distinctive and set us apart from our competitors. They are:

Unlimited use licensing - there are no additional or hidden additional licensing costs: IAPRO pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel - especially supervisors - is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.

A three-day annual user’s conference is offered to our customers: Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPRO customers. Our most recent conference saw over 600 attendees. Each conference consists of a multitrack format that, includes tracks for beginner-level users, advanced users, and users with specialized interests such as designing early intervention programs.

These conferences are a key part of the support services offered to our customers, and meet the following needs:

- Training of new customer staff based on turnover - Inevitably over time our customers will experience turnover in staff, which requires that training be available on an ongoing basis.
- Advanced training - Many customers benefit from advanced training, especially in-depth coverage of features found in new releases of the software.



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- Networking with peers - In order to share ideas and approaches to utilizing our software.
- Providing feedback directly to the vendor's staff - The opportunity to provide feedback and suggestions directly to our staff is highly valuable to both our customers and our company. This ensures that we have up-to-date information on how best to improve our software and services.

Our Growing Customer Base: Over 950 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPRO and IAPRO with BlueTeam. These agencies range in size from major to one-person IA Units in smaller departments. The size of our customer base reflects our leading position in the Professional Standards software marketplace.

Purchase Orders

Training and installation are scheduled on a first-come-first-served basis.

Due to our current sales backlog, we request to be notified as soon as possible once a purchase decision has been made. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order.

This price quote will remain in-effect through June 30, 2022. Please call or email if you need additional information or have any questions. Thank you again for your interest and consideration!

Best Regards,

A handwritten signature in blue ink that reads 'Tim Welter'.

Timothy Welter

twelter@iapro.com

Off: 1.800.620.8504 x728

CITY OF HIGH POINT

AGENDA ITEM



Title: Chemical Contract - Sodium Hydroxide (Caustic)
Oltrin Solutions LLC

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

Meeting Date: February 7, 2022

Public Hearing: N/A
Invitation for Bid
Bid Tabulation Sheet

Advertising Date: N/A

Attachments: Agenda for Winston-Salem /
Forsyth County Utility Commission

Advertised By: N/A

PURPOSE:

For the bulk purchase of Sodium Hydroxide (50%) (caustic).

BACKGROUND:

Sodium Hydroxide is used at the City's water and wastewater treatment plants for pH adjustment and alkalinity addition.

The contract for Sodium Hydroxide was awarded to Oltrin Solutions LLC on March 1, 2021. Oltrin Solutions has notified the Purchasing Division that they will not be able to hold the current awarded price for bulk caustic 50% beyond March 31, 2022, due to Market Factors that have created a sharp increase in the price of Sodium Hydroxide. Oltrin Solutions has recommended that the City of High Point piggyback on the bids for Sodium Hydroxide that were received by the Winston-Salem / Forsyth County Utility Commission on December 2, 2021. The Winston-Salem / Forsyth County Utility Commission received two bids and Oltrin Solutions LLC was the lowest bidder at \$748.00/dry ton. The previous amount was for \$380/ton and estimated annual amount of \$134,900.

BUDGET IMPACT:

Funding is available in the FY 2021-2022 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is requesting approval from Council for authorization to piggyback off the Winston-Salem / Forsyth County Utility Commission's bid submitted by Oltrin Solutions LLC for Sodium Hydroxide opened on December 2, 2021 and awarded December 13, 2021. It would be a one (1) year contract to Oltrin Solutions LLC, for the annual amount of \$265,540.



**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:

BID TABULATION**CAUSTIC SODA 50%, FB22142**

BIDS OPENED: 2:00 PM, DEC. 2, 2021

CHEMICAL	VENDOR	APPROX. QTY	UOM	UNIT COST	ESTIMATED TOTAL COST	Time/Date stamp
Caustic Soda 50% - (Neilson, Swann, Thomas)		450	DT			
incumbent	Oltrin Solutions			\$748	\$336,600	12/2/2021 12:23
	Univar Solutions USA			\$754	\$339,300	12/1/2021 11:07
	JCI Jones Chemicals			no bid		

CITY OF HIGH POINT

AGENDA ITEM



Title: Reimbursement Agreement for Elm Street Plaza/Appling Way and addition to Capital Improvement Plan

From: Greg Ferguson, Deputy City Manager

Meeting Date: February 7, 2022

Public Hearing: n/a

Advertising Date /
Advertised By: n/a

Attachments: Resolution
Agreement

PURPOSE:

Reimbursement of Plaza and Appling Way construction costs as part of the 275 N. Elm construction and addition of the project to the Capital Improvement Plan (CIP).

BACKGROUND:

Elliott Sidewalk Communities (ESC) is constructing a multi-parcel development project in the City's downtown area, adjacent to the City's multi-use stadium Elm Street entry plaza ("Plaza") and the Appling Way streetscape.

The City of High Point and ESC believe it is in their best interests to jointly provide infrastructure including design and construction of the Plaza and the Appling Way streetscape, more specifically identified on the map attached hereto and incorporated herein as Exhibit A, and a list of the improvements and projected costs for the Project is attached hereto and incorporated herein as Exhibit B.

The coordination required for these two projects is best delivered by ESC's construction firm who is still on site. The project delivery and project costs are both favorable to the City under this agreement. City staff has reviewed the project costs and find them to be reasonable.

The Appling Way improvements will provide a connection to parking for employees of Key Risk when they occupy the building

BUDGET IMPACT:

Maximum of \$1,099,739 to be funded with Guilford County funds and remaining stadium project funds.

RECOMMENDATION / ACTION REQUESTED:

City Council approval of 1. Addition of the project to the CIP and 2. Approval of the resolution and agreement.

**RESOLUTION TO AUTHORIZE A REIMBURSEMENT AGREEMENT WITH
ELLIOTT SIDEWALK COMMUNITIES OF HIGH POINT, LLC**

WHEREAS, NCGS § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City’s Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-320 and 160A-499, the City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority and procedures and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, Elliott Sidewalk Communities of High Point, LLC (“ESC”) will install infrastructure including design and construction of the Plaza and the Appling Way streetscape, more specifically identified on the map attached hereto and incorporated herein as **Exhibit A** (“Project”); and

WHEREAS, the success of the Project requires expansion of City infrastructure, and it is in the best interest of the City and ESC to jointly provide related improvements, which will serve not only the Project but future development in the area as well; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable.

NOW, THEREFORE, BE IT RESOLVED: THE CITY COUNCIL OF THE CITY OF HIGH POINT approves the reimbursement agreement with ESC in an amount not to exceed \$1,099,739 and authorizes the City Manager or her designee to execute the same.

Adopted this the 7th day of February, 2022.

Mayor Jay W. Wagner

ATTEST:

Lisa B. Vierling
City Clerk

SEALS:

--	--

NOT FOR
CONSTRUCTION

PROJECT:

HIGH POINT STADIUM ELM STREET ENTRY PLAZA HIGH POINT, NORTH CAROLINA

CLIENT:
ELLIOTT SIDEWALK
COMMUNITIES
909 RIDGEBROOK ROAD,
SUITE 216
SPARKS, MARYLAND 21152
1-443-391-8420

DATE: 6-16-2021
REVISIONS:

DRAWN: JMT
JOB NO. 21-071

SHEET TITLE:
**PRICING
PLAN
EXHIBIT**

SCALE: 1" = 10'
SHEET NO.:

C-0.00
© STIMMEL ASSOCIATES, P.A.

BREAK OUT PRICING

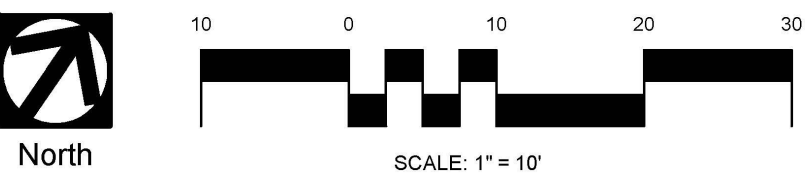
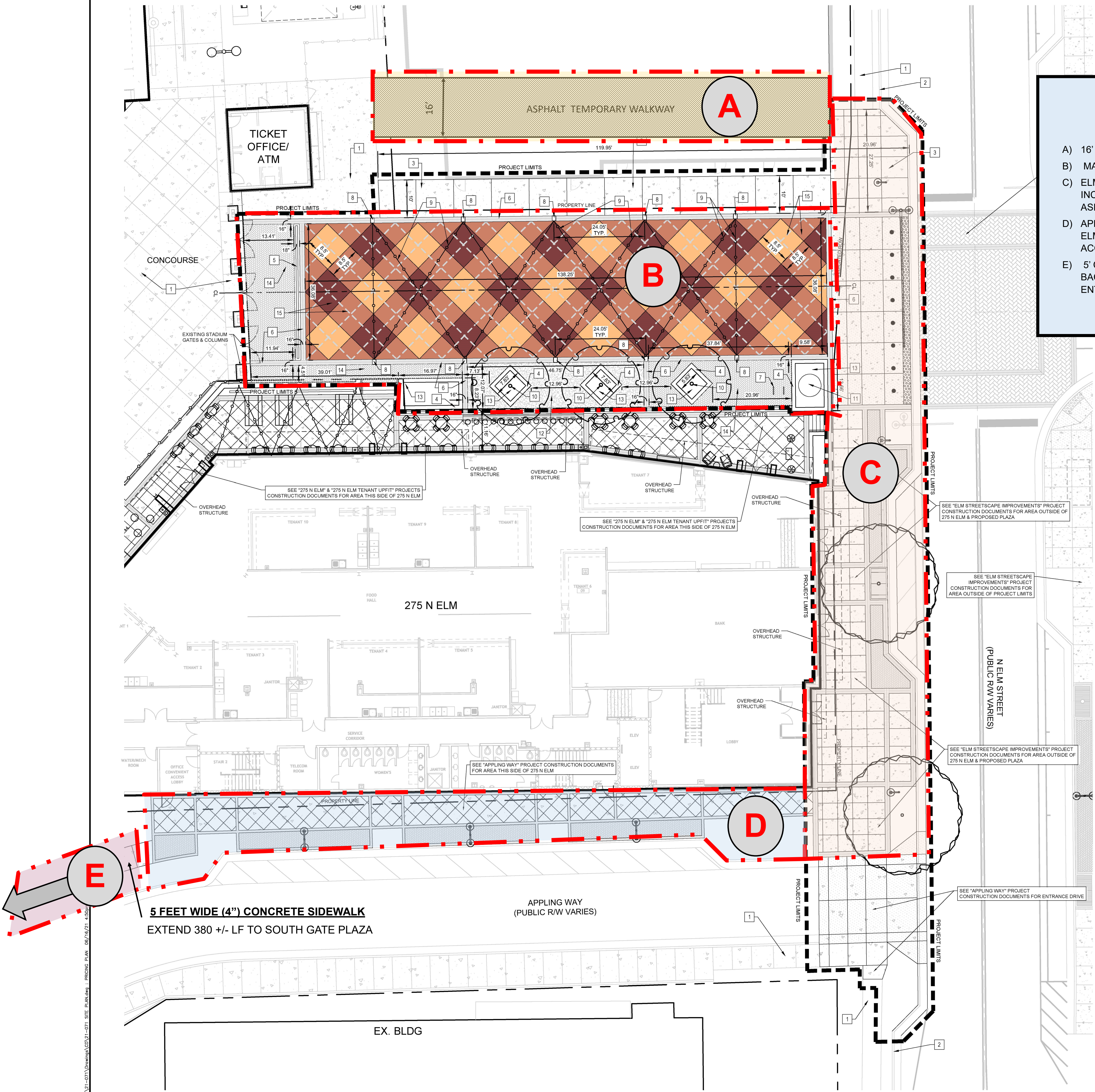
- A) 16' TEMPORARY ASPHALT WALKWAY
- B) MAIN STADIUM PLAZA
- C) ELM STREET STREETScape— TO AND INCLUDING NEW CURB LINE AND ASPHALT STREET PATCHING
- D) APPLING WAY STREETScape FROM ELM STREET SIDEWALK TO REAR ACCESS LOBBY.
- E) 5' CONCRETE (4") SIDEWALK FROM BACK OF CURB. 380 +/- LF TO SOUTH ENTRY PLAZA

SITE LAYOUT REFERENCE NOTES

- 1 EXISTING CONCRETE TO REMAIN
- 2 EXISTING CURB & GUTTER TO REMAIN
- 3 TEMPORARY PAVING & ACCESS TO STADIUM DURING PLAZA AND FUTURE BUILDING CONSTRUCTION; TO BE 4" TH. MIN. SCORED CONCRETE PAVING; SPACE SCORED/CONTROL JOINTS AS SHOWN ON PLAN, TYP.
- 4 ELEVATED PLANTER W/ BRICK VENEER & CAST STONE CAPS (MATCH STADIUM CAPS)
- 5 6" TRENCH DRAIN W/ 'INTERLAKEN' TYPE GRATE BY IRON AGE DESIGNS IN 18" W. CONCRETE BAND; VEHICULAR RATED & HEEL PROOF GRATE
- 6 16" W. DOUBLE SOLDIER COURSE BRICK PAVER BORDER; VEHICULAR RATED (TO MATCH 275 N ELM SITE DESIGN & N ELM STREETScape DESIGN)
- 7 (2) REQUIRED BIKE RACKS ASSOCIATED WITH 275 N ELM BUILDING
- 8 CUSTOM LIGHT POLES (TABLE LEG DESIGN)
- 9 ORNAMENTAL STRING LIGHTS (ATTACHED AT LIGHT POLES)
- 10 MEDIUM SIZE CANOPY TREE
- 11 METAL BASEBALL SCULPTURE LOCATION
- 12 SYNTHETIC TURF
- 13 LANDSCAPING IN PLANTERS
- 14 BRICK PAVING; VEHICULAR RATED
- 15 COLORED CONCRETE PAVERS W/ ARGYLE DESIGN; VEHICULAR RATED

SITE LAYOUT SYMBOL LEGEND

	4" TH. MIN. SCORED CONCRETE PAVING		EXISTING CONCRETE OR FUTURE CONCRETE NOT IN PROJECT LIMITS
	6" TH. SCORED CONCRETE PAVING VEHICULAR RATED		BRICK PAVERS VEHICULAR RATED
	SYNTHETIC TURF		TRENCH DRAIN W/ GRATES MODEL: 'INTERLAKEN' 5" X 20" HEEL-PROOF BY IRON AGE DESIGNS
	NEW WALL		COLORED CONCRETE PAVERS W/ ARGYLE DESIGN; VEHICULAR RATED
	16" W. BRICK BORDER (DOUBLE SOLDIER COURSE) SEE DETAILS FOR PRODUCT SPECIFICATION		REQUIRED 275 N ELM BLDG BIKE RACKS (ORIGINALLY LOCATED IN TEMPORARY PLAZA AREA IN 275 N ELM DESIGN) MODEL: 'EMERSON' BY LANDSCAPE FORMS, INC (OR APPROVED EQUAL) SURFACE MOUNTED COLOR: MATTE BLACK
	CUSTOM LIGHT POLES (TABLE LEG DESIGN)		ORNAMENTAL STRING LIGHTS



Projected Costs Subject to Reimbursement Agreement
Plaza and Appling Way Streetscape
Prepared by: Elliott Sidewalk
1/14/2022

	Total Projected Costs
Engineering, structural & environmental	
Civil engineering - Stimmel	\$60,000
Structural engineering - Morabito	\$3,000
Environmental - ESC & Geosyntec	\$17,000
Permits & Approvals - Guilford County	\$450
Hard Costs:	
General contractor - Kirkland:	
Plaza Proposal	\$798,600
North Elm Sidewalk (completed)	\$31,400
Seeding and curbcut apron	\$6,189
	\$836,189
Other Structures:	
Claw and Ball sculpture	\$98,100
Elliott Sidewalk services:	
Design & design coordination	\$15,000
Construction management and reimbursement accounting	\$20,000
	\$35,000
Contingency	\$50,000
Total Estimated Costs	\$1,099,739

NORTH CAROLINA

REIMBURSEMENT AGREEMENT

GUILFORD COUNTY

THIS REIMBURSEMENT AGREEMENT (“Agreement”), entered into this the ____ day of February, 2022, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260 (“City”), and **ELLIOTT SIDEWALK COMMUNITIES LLC**, a Maryland limited liability company, located at 909 Ridgebrook Road Suite 216, Sparks, Maryland, 21152 (“Developer”) (referred to individually as “Party” and collectively as “Parties”).

WITNESSETH:

WHEREAS, North Carolina General Statutes (“NCGS”) § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City’s Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-499 and 160A-320, the City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority, procedures, and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, the City Code of Ordinances Title 6, Article E, Section 6-1-101 allows the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City’s capital improvement plan including water mains, sanitary sewer lines, lift stations, stormwater lines, streets, curb and gutter, sidewalks, traffic control devices, greenways, trails, and other associated facilities; and

WHEREAS, Developer is pursuing a multi-parcel development project in the City’s downtown area, adjacent to the City’s multi-use stadium Elm Street entry plaza (“Plaza”) and the Appling Way streetscape; and

WHEREAS, City and Developer believe it is in their best interests to jointly provide infrastructure including design and construction of the Plaza and the Appling Way streetscape, (“Project”), more specifically identified on the map attached hereto and incorporated herein as **Exhibit A**, and a list of the improvements and projected costs for the Project is attached hereto and incorporated herein as **Exhibit B** (“Improvements”); and

WHEREAS, the City has reviewed the Developer’s projected costs to construct the proposed Improvements and found them to be reasonable; and

WHEREAS, the Improvements are in the public interest and will benefit the goals of the City in furthering the development of High Point's downtown; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor, or through a public contract let pursuant to NCGS Article 8, Chapter 143, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable; and

WHEREAS, on Monday, February 7, 2022, the High Point City Council adopted a Resolution authorizing the City Manager to enter into a reimbursement agreement pursuant to NCGS § 160A-499, NCGS § 160A-320, and City Code of Ordinances Title 6, Article E, Section 6-1-101.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants contained herein by and between each of the Parties hereto, it is hereby agreed that:

1. The above recitals are hereby incorporated into this Agreement.
2. Developer agrees to design and have constructed the Improvements in accordance with this Agreement and all ordinances, policies and regulations of the City and all applicable federal and state laws.
3. The City agrees to reimburse Developer for costs associated with the Improvements in an amount not to exceed one million ninety-nine thousand seven hundred thirty-nine dollars (\$1,099,739.00). Such payment shall be made upon the City's receipt and approval of invoices detailing expenses.
4. All materials used in the installation of the Improvements shall become and remain property of the City.
5. Developer's obligations to qualify for reimbursement shall be that:
 - a. Developer shall manage, administer and construct the Improvements according to the plans and specifications approved by the City and shall obtain all necessary certifications.
 - b. Developer shall obtain the City's prior written approval before (i) purchasing the claw and ball sculpture and (ii) using the contingency funds, both as described on **Exhibit A** attached hereto.
 - c. All work, plans, specifications, and designs related to this Project are subject to review by the City and shall be in a form acceptable to it.
 - d. Developer shall permit the City to inspect and approve the construction of the Project.

- e. Developer has complied with all City contracting and reporting requirements.
- 6. Developer agrees to obtain all necessary permits, licenses, and approvals and to meet all governmental regulatory requirements, environmental and otherwise. Developer agrees to comply with all Federal, State, and local regulations with regards to the Improvements. All permitting costs shall be considered a cost of the Project and as such are reimbursable expenses.
- 7. Developer agrees to indemnify and hold and save the City, its employees, agents, and representatives harmless from any damage or injury to third persons or property resulting from DEVELOPER 's acts or omissions or from claims for inverse condemnation as a result of the construction and agrees to indemnify the City against any loss resulting from claims of such damage, injury, or taking including, but not limited to court costs, attorney's fees, and environmental cleanup or damage.
- 8. Developer is an independent contractor, and the City shall not be responsible for Developer's acts or omissions.
- 9. Developer assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this Agreement. In addition, Developer agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this Agreement.
- 10. During the performance of the services under this Agreement, Developer and its contractors and engineers shall maintain the following insurance, to the extent applicable:
 - a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.
 - b. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this Project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
 - c. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each

occurrence. In case any work is subcontracted under this Agreement, Developer shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work.

Developer shall furnish certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is executed and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

All Project contractors, including Developer, performing work subject to reimbursement hereunder shall be required to include the City and Developer as additional insureds on their General Liability insurance policies.

11. The commitment of the City of High Point to expend the described funds on the Improvements is based on the factors recited herein by which the Project will provide a public benefit to the City and its citizens.
12. Should Developer fail to comply with the terms of this Agreement, Developer, upon actual or constructive notice of the default, shall have thirty (30) days to remedy the default. Should Developer fail to remedy the default, the Agreement may be terminated by the City immediately upon the expiration of the thirty (30) days provided the City shall reimburse Developer for the value of the partial completion of the Improvements. Furthermore, this Agreement may be terminated by mutual consent of both Parties.
13. This Agreement shall be binding on the permitted assignees and successors in interest of the Parties hereto.
14. Alterations, deletions, and/or additions to the terms and conditions of this Agreement may only be made by the mutual written consent of the Parties.
15. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.
16. This Agreement is intended by the Parties hereto to be the final expression of their agreements regarding the matters addressed in this Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
17. Any failure by either Party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

18. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect. Any invalid and unenforceable provisions will be deemed, without further action on the part of the Parties to be modified, amended, and limited to the extent necessary to become valid and enforceable to the maximum extent permitted by law.
19. Developer certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the NCGS, and that at all times during the term of this Agreement, it will continue to comply with these requirements. Developer also certifies that it will require all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the NCGS. Violation of this section shall be deemed a material breach of this Agreement.
20. Developer shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
21. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To Developer

Brian Rogers

Elliott Sidewalk Communities LLC

909 Ridgebrook Road Suite 216

Sparks, Maryland 21152

With a Copy to: Michael Sawicki, Esq. at the address listed above

To the City

Greg Ferguson

City of High Point

P.O. Box 230

High Point, NC 27261

With a Copy to: Meghan Maguire, Esq. at the address listed above

22. This Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the Parties. Facsimile and electronic signatures shall be deemed as effective as original signatures.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the day and year first above written.

[Separate signature pages to follow]

**ELLIOTT SIDEWALK COMMUNITIES HIGH
POINT LLC**

a North Carolina limited liability company

By: _____ (SEAL)

Name: Brian Rogers

Title: Managing Partner

CITY OF HIGH POINT
a North Carolina municipal corporation

By: _____ (SEAL)

Name: Greg Ferguson

Title: Deputy City Manager

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

Finance Officer

Approved as to form:

City Attorney

**RESOLUTION TO AUTHORIZE A REIMBURSEMENT AGREEMENT WITH
ELLIOTT SIDEWALK COMMUNITIES OF HIGH POINT, LLC**

WHEREAS, NCGS § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-320 and 160A-499, the City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority and procedures and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, Elliott Sidewalk Communities of High Point, LLC ("ESC") will install infrastructure including design and construction of the Plaza and the Appling Way streetscape, more specifically identified on the map attached hereto and incorporated herein as **Exhibit A** ("Project"); and

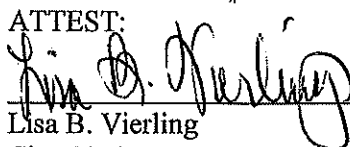
WHEREAS, the success of the Project requires expansion of City infrastructure, and it is in the best interest of the City and ESC to jointly provide related improvements, which will serve not only the Project but future development in the area as well; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable.

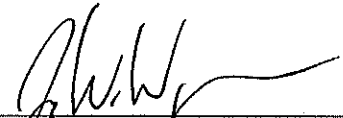
NOW, THEREFORE, BE IT RESOLVED: THE CITY COUNCIL OF THE CITY OF HIGH POINT approves the reimbursement agreement with ESC in an amount not to exceed \$1,099,739 and authorizes the City Manager or her designee to execute the same.

Adopted this the 7th day of February, 2022.

ATTEST:


Lisa B. Vierling
City Clerk





Mayor Jay W. Wagner

Projected Costs Subject to Reimbursement Agreement

Plaza and Appling Way Streetscape

Prepared by: Elliott Sidewalk

1/14/2022

Total Projected Costs	
Engineering, structural & environmental	
Civil engineering - Stimmel	\$60,000
Structural engineering - Morabito	\$3,000
Environmental - ESC & Geosyntec	\$17,000
Permits & Approvals - Guilford County	\$450
Hard Costs:	
General contractor - Kirkland:	
Plaza Proposal	\$798,600
North Elm Sidewalk (completed)	\$31,400
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	\$836,189
Other Structures:	
Claw and Ball sculpture	\$98,100
Elliott Sidewalk services:	
Design & design coordination	\$15,000
Construction management and reimbursement accounting	\$20,000
	\$35,000
Contingency	\$50,000
Total Estimated Costs	
	\$1,099,739

NORTH CAROLINA

REIMBURSEMENT AGREEMENT

GUILFORD COUNTY

THIS REIMBURSEMENT AGREEMENT ("Agreement"), entered into this the 9th day of February, 2022, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260 ("City"), and **ELLIOTT SIDEWALK COMMUNITIES LLC**, a Maryland limited liability company, located at 909 Ridgebrook Road Suite 216, Sparks, Maryland, 21152 ("Developer") (referred to individually as "Party" and collectively as "Parties").

WITNESSETH:

WHEREAS, North Carolina General Statutes ("NCGS") § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-499 and 160A-320, the City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority, procedures, and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, the City Code of Ordinances Title 6, Article E, Section 6-1-101 allows the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's capital improvement plan including water mains, sanitary sewer lines, lift stations, stormwater lines, streets, curb and gutter, sidewalks, traffic control devices, greenways, trails, and other associated facilities; and

WHEREAS, Developer is pursuing a multi-parcel development project in the City's downtown area, adjacent to the City's multi-use stadium Elm Street entry plaza ("Plaza") and the Appling Way streetscape; and

WHEREAS, City and Developer believe it is in their best interests to jointly provide infrastructure including design and construction of the Plaza and the Appling Way streetscape, ("Project"), more specifically identified on the map attached hereto and incorporated herein as **Exhibit A**, and a list of the improvements and projected costs for the Project is attached hereto and incorporated herein as **Exhibit B** ("Improvements"); and

WHEREAS, the City has reviewed the Developer's projected costs to construct the proposed Improvements and found them to be reasonable; and

WHEREAS, the Improvements are in the public interest and will benefit the goals of the City in furthering the development of High Point's downtown; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor, or through a public contract let pursuant to NCGS Article 8, Chapter 143, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable; and

WHEREAS, on Monday, February 7, 2022, the High Point City Council adopted a Resolution authorizing the City Manager to enter into a reimbursement agreement pursuant to NCGS § 160A-499, NCGS § 160A-320, and City Code of Ordinances Title 6, Article E, Section 6-1-101.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants contained herein by and between each of the Parties hereto, it is hereby agreed that:

1. The above recitals are hereby incorporated into this Agreement.
2. Developer agrees to design and have constructed the Improvements in accordance with this Agreement and all ordinances, policies and regulations of the City and all applicable federal and state laws.
3. The City agrees to reimburse Developer for costs associated with the Improvements in an amount not to exceed one million ninety-nine thousand seven hundred thirty-nine dollars (\$1,099,739.00). Such payment shall be made upon the City's receipt and approval of invoices detailing expenses. Developer shall submit reimbursement requests monthly during the construction of Improvements. City agrees to review the reimbursement requests and respond with any questions to Developer on a timely basis. This review and response must occur within 15 days of receipt. Once approved, the reimbursement must be paid to the Developer within 15 days.
4. All materials used in the installation of the Improvements shall become and remain property of the City.
5. Developer's obligations to qualify for reimbursement shall be that:
 - a. Developer shall manage, administer and construct the Improvements according to the plans and specifications approved by the City and shall obtain all necessary certifications.
 - b. Developer shall obtain the City's prior written approval before (i) purchasing the claw and ball sculpture and (ii) using the contingency funds, both as described on **Exhibit A** attached hereto.

- c. All work, plans, specifications, and designs related to this Project are subject to review by the City and shall be in a form acceptable to it.
 - d. Developer shall permit the City to inspect and approve the construction of the Project.
 - e. Developer has complied with all City contracting and reporting requirements.
6. Developer agrees to obtain all necessary permits, licenses, and approvals and to meet all governmental regulatory requirements, environmental and otherwise. Developer agrees to comply with all Federal, State, and local regulations with regards to the Improvements. All permitting costs shall be considered a cost of the Project and as such are reimbursable expenses.
7. Developer agrees to indemnify and hold and save the City, its employees, agents, and representatives harmless from any damage or injury to third persons or property resulting from DEVELOPER's acts or omissions or from claims for inverse condemnation as a result of the construction and agrees to indemnify the City against any loss resulting from claims of such damage, injury, or taking including, but not limited to court costs, attorney's fees, and environmental cleanup or damage.
8. Developer is an independent contractor, and the City shall not be responsible for Developer's acts or omissions.
9. Developer assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this Agreement. In addition, Developer agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this Agreement.
10. During the performance of the services under this Agreement, Developer and its contractors and engineers shall maintain the following insurance, to the extent applicable:
- a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.
 - b. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this Project. This insurance shall provide bodily

injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.

- c. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is subcontracted under this Agreement, Developer shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work.

Developer shall furnish certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is executed and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

All Project contractors, including Developer, performing work subject to reimbursement hereunder shall be required to include the City and Developer as additional insureds on their General Liability insurance policies.

11. The commitment of the City of High Point to expend the described funds on the Improvements is based on the factors recited herein by which the Project will provide a public benefit to the City and its citizens.
12. Should Developer fail to comply with the terms of this Agreement, Developer, upon actual or constructive notice of the default, shall have thirty (30) days to remedy the default. Should Developer fail to remedy the default, the Agreement may be terminated by the City immediately upon the expiration of the thirty (30) days provided the City shall reimburse Developer for the value of the partial completion of the Improvements. Furthermore, this Agreement may be terminated by mutual consent of both Parties.
13. This Agreement shall be binding on the permitted assignees and successors in interest of the Parties hereto.
14. Alterations, deletions, and/or additions to the terms and conditions of this Agreement may only be made by the mutual written consent of the Parties.
15. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.
16. This Agreement is intended by the Parties hereto to be the final expression of their agreements regarding the matters addressed in this Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

17. Any failure by either Party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.
18. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect. Any invalid and unenforceable provisions will be deemed, without further action on the part of the Parties to be modified, amended, and limited to the extent necessary to become valid and enforceable to the maximum extent permitted by law.
19. Developer certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the NCGS, and that at all times during the term of this Agreement, it will continue to comply with these requirements. Developer also certifies that it will require all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the NCGS. Violation of this section shall be deemed a material breach of this Agreement.
20. Developer shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
21. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To Developer

Brian Rogers

Elliott Sidewalk Communities LLC

909 Ridgebrook Road Suite 216

Sparks, Maryland 21152

With a Copy to: Michael Sawicki, Esq. at the address listed above

To the City

Greg Ferguson

City of High Point

P.O. Box 230

High Point, NC 27261

With a Copy to: Meghan Maguire, Esq. at the address listed above

22. This Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the Parties. Facsimile and electronic signatures shall be deemed as effective as original signatures.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the day and year first above written.

[Separate signature pages to follow]

**ELLIOTT SIDEWALK COMMUNITIES HIGH
POINT LLC**

a North Carolina limited liability company

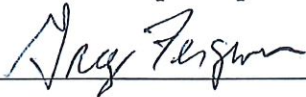
By: _____ (SEAL)

Name: Brian Rogers

Title: Managing Partner

CITY OF HIGH POINT

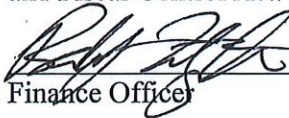
a North Carolina municipal corporation

By:  (SEAL)

Name: Greg Ferguson

Title: Deputy City Manager

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


Finance Officer

Approved as to form:


City Attorney

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of Traffic Signal Poles and Mast Arms
N. Hamilton Street & Qubein Avenue

From: Mark McDonald, Transportation Director

Meeting Date: Monday February 7, 2022

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Sole Source Justification and Cost Estimate

PURPOSE:

Consideration of a sole source purchase of new traffic signal pole and mast arm assemblies from Atlantic Technical Sales of Chantilly, Virginia, for installation at the intersection of N. Hamilton Street and Qubein (formerly Montlieu) Avenue.

BACKGROUND:

The project to improve Qubein Avenue includes the upgrade of the signal at N Hamilton St to include new fluted poles and mast arm assemblies. The Transportation Department is responsible for ordering and installing these assemblies in order to reduce the overall project cost.

This part of the overall Qubein Avenue corridor project is similar to intersection improvements made at other locations in the core city area, including several along N. Main Street.

BUDGET IMPACT:

The cost of the two double arm assemblies for this intersection is \$52,213.00. Funding for these assemblies will come from the project funds for the upgrade of Qubein Avenue.

RECOMMENDATION / ACTION REQUESTED:

The Transportation Department requests City Council's approval of a sole source purchase of the required traffic signal poles and mast arms from Atlantic Technical Sales, representing the manufacturer, Valmont Industries, Inc.

ATS-SALES, LLC

14522 K Lee Rd, Chantilly, VA 20151

Tel: 703.631.6661

Fax: 703.631.6694

Quotation

Date	Quote #	Quote Expires
01/07/22	10163	2/4/2022

Sold To:	Ship To:	Project Information
City of High Point Chris Shelley 211 South Hamilton Room 210 High Point, NC 27260 Tel: 336-883-3449		NC, Guilford Co; High Point, City of; Hamilton St, Montlieu Ave; PROJECT18564

Description	Qty	Units	Unit Price	Ext. Price
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For The Following Mast Arm Poles

Galv. Only, No Paint

Round (Non-Fluted) Shaft & Arms

w/Anchor Bolts, F1554Gr55

Double Ended Straight Bolts

(8) Bolt Pattern

2.0" Dia. x 60" Length,

Each Bolt w/(4) Nuts & (4) F436 Washers

w/(1) Bottom Template Per Shaft

w/(1) Top Template Per Bolt Circle

w/Standard End Caps, No Tenons, No Finials

w/ Luminaire Arms

No Fixtures

No Decorative Base or Castings

Design Notes:

Code: AASHTO 6th Edition

Wind Velocity = 90 mph

50 Yr Recurrence

Fatigue Catagory 2

No Galloping Loads

Plan Design Loads Only

28.5' Pole Shaft w/50'&60' Arms

w/(2) Luminaire Arm - Single Style

NOTE: Quantity of Luminare Arms to be confirmed

1	ea	\$24,407.00	\$24,407.00
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28.5' Pole Shaft w/45'&72' Arms

w/(2) Luminaire Arm - Single Style

NOTE: Quantity of Luminare Arms to be confirmed

1	ea	\$27,806.00	\$27,806.00
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Freight Will Be Added To Invoice (Except Valmont Poles Are Freight Allowed)
No Sales Tax Included

TO RETAIN QUOTED PRICING SHOWN ABOVE:

1. Purchase Order Must Be Received By ATS-Sales BEFORE: "Quote Expires" Date Above

2. AND Fabrication Releases Must Be Received By ATS-Sales Before:

["Quote Expires" Date + 45 Calendar Days]

Releases received after the above defined timeline are subject to prices that are in effect at the time of release.

Sub Total	\$52,213.00
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Sales Tax	\$0.00
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Shipping	\$0.00
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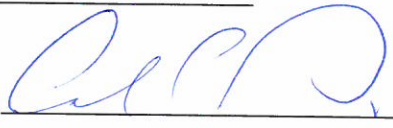
Total	\$52,213.00
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Acceptance of this quote constitutes acceptance of the following Terms and Conditions:

1. Current shipping estimate is _____ to _____ weeks after written RELEASE for fabrication is received. (Release typically requires receipt of a purchase order and drawing/calculation APPROVALS from the owner/reviewer). Actual shipping estimate will be that in effect at time of RELEASE.
2. All quotations subject to acceptance by ATS-SALES, LLC at time of order placement.
3. Quotation based upon quantities and design information provided at time of quotation. The customer is solely responsible for determining final acceptability of materials for the intended use.
4. It is the customer's responsibility to notify ATS-SALES, LLC of any applicable completion dates at time of order.
5. Terms are net 30 days. Payments not received within 30 calendar days shall be charged a 1.5% (18% APR) per month until full payment has been made. Terms do not change for any material placed in "Stored Materials".
6. Prices held firm only until "Quote Expires" date shown above.
7. Shipment of material may be put on hold until customer's total account with ATS-SALES, LLC is within our 30 days terms.
8. Freight added unless otherwise noted.
9. ALL credit card transactions will be subject to a surcharge. Presently the surcharge rate = 3.6%, subject to change without notice. ATS Sales, LLC accepts Visa or MasterCard for credit card transactions.
10. For all returned items a restocking fee of 20% will be applied. Returned items MUST be unused and in resaleable condition.
11. ATS-Sales, LLC reserves the right to provide an alternative product to any of the above quoted items, with any similar product on the State's current Qualified Products List

Accepted by: _____

Date: _____

Sent By:  _____

Financial Services
Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION
FORM (For Items Costing \$500.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

Atlantic Technical Sales is the only NC distributor for mast arms. The mast arms need to be supplied by Valmont (ATS) to match what we have at other intersections in the city.

Estimated expenditure for the above item(s):

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

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

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

Department Head/Authorized Personnel Department/Division

Date

Approval Process

Under \$5,000 (Purchasing Manager)

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

\$30,000 – Up (City Council)

CITY OF HIGH POINT

AGENDA ITEM



Title: American Process Group, LLC
Alum Sludge Dewatering- North Lagoon
Ward Water Plant

From: Robby Stone – Dep. Public Services Director
Derrick Boone – Asst. Public Services Director
Rodney Darr- Water Plant Superintendent

Meeting Date: February 7, 2022

Public Hearing:

Advertising Date:
Advertised By:

Attachments: Bid Tabulation

PURPOSE:

To hire a contractor to dredge and dewater the contents of the Ward Treatment Plant's alum sludge lagoon (north). The material will be removed by the Contractor, hauled to a regulatory approved designated disposal area, and properly disposed of per State Requirements. The estimated quantity to be removed is 1,500 dry tons.

BACKGROUND:

Aluminum Sulfate is used at the Ward Water Plant for coagulation as part of the water treatment process. The sediment and pollutants that are removed as part of the treatment process are transferred to the lagoons at the Ward Water Plant. The contents of the lagoons must be dredged, dewatered, and disposed of periodically.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends awarding the contract to American Process Group, LLC in the amount of \$733,991.00.



North Lagoon- Ward Water Plant

Bid Summary
City of High Point, North Carolina
Aluminum Sludge Dewatering
Bid 13-011922

Contractor	Addendum 1	Proposal Form	Total Bid
American Process Group	Yes	Yes	\$733,991.00
Mobile Solid Solutions	Yes	Yes	\$788,750.00
Merrell Bros	Yes	Yes	\$789,425.00
Synagro	Yes	Yes	\$815,852.54
Eagle Dynamic Solutions	Yes	Yes	\$898,997.00
Bio-Nomics Services	Yes	Yes	\$942,500.00
P&H Senesae	Yes	Yes	\$1,153,035.00
Noble Environmental	Yes	Yes	\$1,170,256.04
Enviro Waste Services Group	No	Yes	\$1,241,000.00



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM

**Title: Guilford County Reappraisal – Information Item**

From: Stephen M. Hawryluk
Budget and Performance Manager

Meeting Date: February 7, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A

Attachments: None

PURPOSE:

To present information on the Guilford County 2022 Property Reappraisal (Revaluation).

BACKGROUND:

Guilford County's 2022 reappraisal is an in-depth process of assigning new values to all the real property in the county at its current market value. All real property in the Guilford County portion of city limits is included. Guilford County is on a 5-year reappraisal cycle with the last occurring in 2017.

The reappraisal is conducted by in-house Guilford County appraisers who are certified by the state of North Carolina. They examine and analyze market activity including recent qualified sales.

New values are effective as of January 1, 2022, with property owners receiving notification starting in February. The new values will be reflected on tax bills that go out in July.

BUDGET IMPACT:

The cost of the reappraisal is covered completely by Guilford County.

RECOMMENDATION / ACTIONS REQUESTED:

There is no action requested. This item is for information purposes only.

GUILFORD COUNTY 2022 PROPERTY REAPPRAISAL



Stephen M. Hawryluk
Budget & Performance Manager
Budget and Evaluation Division
Financial Services Department

WHAT IS A REAPPRAISAL?

- ▶ Reappraisal (Revaluation)
 - ▶ Process in which all real property is assessed at its market value
 - ▶ Does not include personal property (cars, boats, etc.)
 - ▶ Create equity within the tax base
 - ▶ Required by NC General Statutes (at least every 8 years)
 - ▶ Last Guilford County revaluation - 2017

MARKET VALUE

- ▶ Market Value
 - ▶ Most probable or most likely price that the property would sell for
 - ▶ Requires a willing buyer and a willing seller
 - ▶ Implies buyer and seller are fully informed of all the purposes to which the property is best adapted and capable of being used
 - ▶ Recognizes current as well as potential use(s)

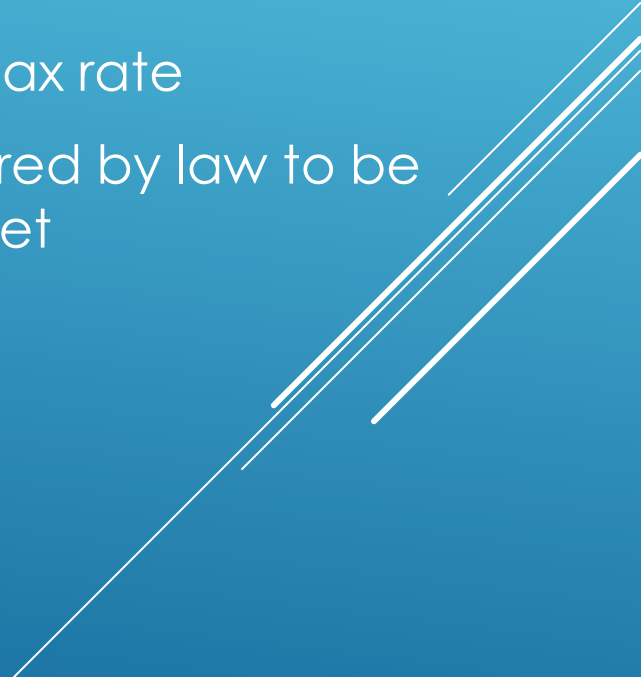
PROCESS

- ▶ Conducted by in-house Guilford County appraisers
 - ▶ Certified by the State of NC
 - ▶ Appraisers examine and analyze market activity including recent qualified sales
- ▶ Valuation Methods of Appraisal Industry
 - ▶ Market Approach – compare property to recent sales of similar properties
 - ▶ Cost Approach – determine current cost of replacing property
 - ▶ Income Approach – Consider how much income the property could produce (common for commercial properties)

TIMELINE

- ▶ January 1, 2022 – new values effective
 - ▶ February 2022 – property owners notified
 - ▶ July 2022 – new values reflected on tax bills
- 
- Several white lines of varying lengths and slopes are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

TAX IMPACT

- ▶ 2022 tax rates will be adopted by the City Council as part of the FY 2022-23 budget in May/June
 - ▶ Tax Bill = Assessed value/100 x tax rate
 - ▶ Revenue-neutral tax rate required by law to be published with proposed budget
- 
- Several white lines of varying lengths and angles are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

REVENUE- NEUTRAL TAX RATE

- ▶ Rate estimated to produce same amount of property tax revenue (with new tax values) as previous year
 - ▶ Factors in natural growth
 - ▶ If tax base goes up in revaluation, revenue-neutral tax rate would be lower than current rate
- 
- Several white lines of varying lengths and slopes are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

REVENUE- NEUTRAL TAX RATE EXAMPLE

- ▶ Tax Bill = Assessed value/100 x tax rate
- ▶ Current
 - ▶ \$200,000 (value)/100 x 0.6475 (current tax rate)
 - ▶ Equals: \$1,295 tax bill
- ▶ Revaluation
 - ▶ 10% increase in value
 - ▶ \$220,000 (new value)/100 x 0.5886 (revenue-neutral tax rate)
 - ▶ Equals \$1,295 tax bill

QUESTIONS?

Additional information

<https://www.guilfordcountync.gov/our-county/tax/2022-reappraisal>