



City of High Point

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

Meeting Agenda

City Council

Cyril Jefferson, Mayor

Michael Holmes, Mayor Pro Tempore (Ward 6),

Britt W. Moore (At Large), Amanda Cook (At Large), Vickie M.

McKiver (Ward 1), Tyrone Johnson (Ward 2), Monica L. Peters (Ward 3), Dr. Patrick Harman (Ward 4), and Tim Andrew (Ward 5)

Monday, May 20, 2024

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

RECOGNITIONS AND PRESENTATIONS

[2024-185](#) Proclamation - Public Works Week
Mayor Jefferson will present a Proclamation declaring May 19-25, 2024, as "Public Works Week"

Attachments: [Public Works Week May 2024](#)

[2024-192](#) Proclamation - Stand for Our Children Day
Mayor Jefferson will present a Proclamation declaring June 1, 2024, as "Stand for Our Children Day"

Attachments: [Stand for Our Children Day Proclamation - 2024](#)

[2024-198](#) Proclamation - National Travel and Tourism Week
Mayor Jefferson will present a Proclamation declaring May 19-25, 2024, as "National Travel and Tourism Week"

Attachments: [Travel and Tourism Week - 2024](#)

[2024-194](#) Branding Award Recognition for City of High Point
The North Carolina City and County Communicators (NC3C) will present the 2024 NC3C Excellence in Communications Award for Branding Initiative.

Attachments: [NC3C Branding Recognition 10 May 2024 1](#)

CONSENT AGENDA ITEMS

[2024-119](#) Consideration of an Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC ("WI High Point"). (Second Reading)
City Council is requested to approve adoption of this Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC

and authorize appropriate city officials to execute all necessary documents. (Public Hearing and First Reading was held at the May 6, 2024, City Council Meeting.)

Attachments: [WI High Point Landfill, LLC](#)

[2024-177](#)

Consideration of 2024 Urgent Repair Program (URP24) Policies and Procedures

City Council is requested to consider the URP24 Assistance Policy and the URP24 Procurement and Disbursement Policies, and that the appropriate City Official(s) be authorized to execute all necessary documents. (Recommended by the Community Development Committee.)

Attachments: [URP24 Assistance and Procurement and Disbursement Policies](#)

[2024-178](#)

Consideration of a Conditional Commitment for Flats at Old Winston

City Council is requested to consider a Conditional Commitment Letter for Flats at Old Winston and that the appropriate City Official(s) be authorized to execute all necessary documents. (Recommended by the Community Development Committee.)

Attachments: [Flats at Old Winston](#)

[2024-187](#)

Consideration of a Resolution of Shared Alignment of Guilford County Transportation Stakeholders in the Promotion and Development of Transportation Services

City Council is requested to consider a Resolution Supporting Shared Alignment of Guilford County, The City of Greensboro, The City of High Point, and Regional Transportation Stakeholders in the Promotion and Development of Transportation Services in a More Unified Manner. (Recommended by the Prosperity, Livability, and Safety Committee.)

Attachments: [Guilford County Shared Transportation Resolution](#)

GENERAL BUSINESS AGENDA

[2024-155](#)

Public Hearing Date - 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding

City Council is requested conduct a public hearing to receive public comments on funding, adopt a Resolution ratifying an Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2023 Byrne Justice Assistance Grant (JAG) and authorize the appropriate City Official(s) to execute all necessary documents. (Presented at the Finance Committee.)

Attachments: [Public Hearing - for 2023 JAG](#)

[2024-191](#)

Public Hearing - Proposed FY 2024-25 City of High Point Annual Budget Monday, May 20, 2024, at 5:30pm is the date and time established to receive public comments on the proposed FY2024-2025 City of High Point Annual Budget.

Attachments: [Public Hearing - FY 2024-25 Proposed Budget - City of High Point](#)

[2024-184](#)

Consideration of a Contract with Utility Services Company Inc. City Council is requested to consider at contract with Utility Services Inc. in the amount of \$313,200 for the rehabilitation of the I-74 elevated storage tank at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Utility Service Company, Inc.](#)

[2024-189](#)

Consideration of a Contract with Utility Services Company Inc. City Council is requested to consider a contract with Utility Service Company Inc. in the amount of \$222,808, for the coating rehabilitation of the 10 MG (million gallon) concrete water tank at the Ward Water Treatment Plant and authorize the appropriate city officials to execute all necessary documents.

Attachments: [Utility Services Company, Inc.](#)

[2024-197](#)

Consideration of an Ordinance Amending Section 11-11-1 Social Districts of the High Point Code of Ordinances
City Council is requested to consider and Ordinance Amending Section 11-11-1 Social Districts of the High Point Code of Ordinances to establish an Uptowne Social District.

Attachments: [Ordinance - Uptowne Social District](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-185

File ID: 2024-185

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2024

File Name:

Final Action:

Title: Proclamation - Public Works Week
Mayor Jefferson will present a Proclamation declaring May 19-25, 2024, as "Public Works Week"

Notes:

Sponsors:

Enactment Date:

Attachments: Public Works Week May 2024

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Office of the Mayor
City of High Point
North Carolina
Proclamation...

WHEREAS, public works infrastructure, facilities and services are of critical importance to the health, safety, economy and overall well-being of our community; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, and administrators, representing all levels of government, who are responsible for and must plan, design, construct, inspect, operate and maintain the public works facilities essential to serve our citizens; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works functions is materially influenced by the people’s attitude and understanding of the importance of the work they perform; and

WHEREAS, it is in the public interest for our citizens, civic leaders and children to learn and understand the importance of vital public works programs such as drinking water, sanitary and storm sewers, streets and highways, public buildings and grounds, public fleets, and solid waste collection and disposal; and

WHEREAS, the theme for this year’s celebration is “*Connecting the World Through Public Works*”, and 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

Now, therefore, I, Cyril Jefferson, Mayor of the City of High Point, do hereby proclaim the week of May 19-25, 2024, as:

“Public Works Week”

in the City of High Point, North Carolina, and call upon all citizens and civic leaders in this community to gain knowledge of and maintain a progressive interest in the public works programs vital to our everyday lives. And, to recognize the daily contributions which public works officials make to ensure our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 20th day of May, 2024.

Cyril Jefferson, Mayor



City of High Point

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

Master

File Number: 2024-192

File ID: 2024-192

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/10/2024

File Name:

Final Action:

Title: Proclamation - Stand for Our Children Day
Mayor Jefferson will present a Proclamation declaring June 1, 2024, as "Stand for Our Children Day"

Notes:

Sponsors:

Enactment Date:

Attachments: Stand for Our Children Day Proclamation - 2024

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Office of the Mayor
City of High Point
North Carolina
Proclamation...

WHEREAS, the children of High Point are our most precious resource and the future of our community, deserving of love, protection, and support; and

WHEREAS, every child has the right to grow up in a safe, nurturing environment free from violence, neglect, and abuse; and

WHEREAS, it is our collective responsibility as individuals, families, organizations, and communities to ensure the well-being and safety of all children; and

WHEREAS, on this day, we reaffirm our commitment to standing up for the rights and welfare of children, advocating for policies and practices that promote their physical, emotional, and mental health; and

WHEREAS, by raising awareness and taking action, we can create a culture of care and support for our children, empowering them to thrive and reach their full potential;

NOW THEREFORE, BE IT RESOLVED that I, Cyril Jefferson, Mayor of the City of High Point North Carolina do hereby declare and proclaim June 1, 2024, as

STAND FOR OUR CHILDREN DAY

and urge all residents to join together in solidarity to protect, nurture, and support the children of High Point.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 20th day of May 2024.

Cyril Jefferson, Mayor



City of High Point

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

Master

File Number: 2024-198

File ID: 2024-198

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/16/2024

File Name:

Final Action:

Title: Proclamation - National Travel and Tourism Week
Mayor Jefferson will present a Proclamation declaring May 19-25, 2024, as "National Travel and Tourism Week"

Notes:

Sponsors:

Enactment Date:

Attachments: Travel and Tourism Week - 2024

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Office of the Mayor
City of High Point
North Carolina
Proclamation...**

WHEREAS, the travel industry is essential to the success of every industry and will continue to be a critical part of High Point’s economy, development, and workforce; and

WHEREAS, travel is an economic powerhouse for every state and destination across the country, with an economic output of \$2.8 trillion, supporting 15 million American jobs; and

WHEREAS, travel spending supports vibrant and safe communities in High Point and across North Carolina by generating \$4.2 billion in federal, state, and local taxes to support essential services, such as education, emergency response, public safety and more; and

WHEREAS, travel and tourism spending directly benefits the local economy, with an economic output of \$1.5 billion in visitor spending for Guilford County, which is a 19.7% increase from the previous year; and

WHEREAS, our city leverages High Point’s reputation as the “Home Furnishings Capital of the World!”™ and the home of a world-class university to further the evolution of High Point as a unique destination, where what we make in High Point changes the world; and

WHEREAS, Small businesses account for more than 60% of leisure and hospitality employment; and

WHEREAS, Visit High Point in partnership with the city continues to take courageous steps in creating a year-round destination through collaborative efforts within the long-range strategic plan for tourism that includes a multipurpose stadium, supporting businesses, new hometown professional teams such as the High Point Rockers and Carolina Core FC creating an attractive experience for visitors and locals; and

NOW THEREFORE, BE IT RESOLVED that I, Cyril Jefferson, Mayor of the City of High Point North Carolina do hereby declare and proclaim May 19-25, 2024, as

NATIONAL TRAVEL AND TOURISM WEEK

and urge the citizens of High Point to join me in recognizing the essential role this industry plays in our community and throughout the state.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 20th day of May 2024.

Cyril Jefferson, Mayor



City of High Point

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

Master

File Number: 2024-194

File ID: 2024-194

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/10/2024

File Name:

Final Action:

Title: Branding Award Recognition for City of High Point
The North Carolina City and County Communicators (NC3C) will present the 2024 NC3C Excellence in Communications Award for Branding Initiative.

Notes:

Sponsors:

Enactment Date:

Attachments: NC3C Branding Recognition 10 May 2024 1

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Branding Award Recognition for City of High Point by	
FROM: Jeron Hollis – Managing Director	MEETING DATE: May 20, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: None	

PURPOSE: To receive the 2024 NC3C Excellence in Communications Award for Branding Initiative

BACKGROUND: The North Carolina City and County Communicators (NC3C) has recognized the City of High Point’s branding initiative as the state’s best in 2024. NC3C President Kaisha Brown will be in attendance to recognize the City for the outstanding work and dedication of this effort. The Award will be presented to leadership and Communications and Public Engagement staff at the Council meeting.

The City of High Point was among 24 North Carolina jurisdictions to earn recognition in the NC3C 2024 Excellence in Communications Awards. The City’s new brand won first place for best brand/logo.

The awards were announced on April 11, 2024, during NC3C’s annual conference. Professional communications peers judged 175 award program entries from the Minnesota Association of Government Communicators.

The judges appreciated the logo’s “clean and catchy” design and were especially impressed with the comprehensive brand style guide, which explains the brand premise and provides resources for correct usage and application within the community.

BUDGET IMPACT: N/A

RECOMMENDATION /ACTION REQUESTED: This is an award presentation.





City of High Point

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

Master

File Number: 2024-119

File ID: 2024-119

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 03/21/2024

File Name:

Final Action:

Title: Consideration of an Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC ("WI High Point"). (Second Reading)
City Council is requested to approve adoption of this Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC and authorize appropriate city officials to execute all necessary documents. (Public Hearing and First Reading was held at the May 6, 2024, City Council Meeting.)

Notes:

Sponsors:

Enactment Date:

Attachments: WI High Point Landfill, LLC

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	05/02/2024	For Information Only				
1	City Council	05/06/2024	acknowledge public hearing held				

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC (Second Reading)	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: May 6, 2024 and May 20, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: April 6, 2024 High Point Enterprise
ATTACHMENTS: Resolution Amending and Restating Solid Waste Franchise Solid Waste Franchise Agreement	

PURPOSE: A public hearing was held on May 6th, 2024, to consider an Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC (“WI High Point”). No comments were received during the public hearing. This will be the second reading of the proposed ordinance.

BACKGROUND: A solid waste franchise was issued to the original Construction and Demolition (C&D) landfill owner on December 20, 2001. WI High Point Landfill, LLC is the current owner/operator of the facility. The current agreement required a set amount of waste to be recycled. Contractors have been performing on site recycling increasing their profits versus bringing potential revenue streams to the C&D landfill. The change in waste stream initiated the need to revise the agreement along with increased tonnages.

The revised agreement indicates that WI High Point shall:

1. Permit the continued acceptance of an average daily ton of C&D materials of up to 700 tons per day for either reclamation or landfilling.
2. Provide for continued disposal in substantial conformance with the permitted waste boundary as referenced in the agreement, which will allow for a total gross landfill capacity of approximately 5,260,600 CY to include C&D waste, periodic, intermediate, and final soil cover.
3. Compensate the City at a rate of \$0.40 per ton for materials received from Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry, and Stokes counties even though C&D Landfills do not typically pay host fees.
4. Provide a landfill life of at least 30 years from the date of the original franchise, or at least 10 years from the date of this request.

WI High Point will endeavor to reclaim materials from the waste received when market conditions or waste stream contents allow WI High Point to do so.

BUDGET IMPACT: No budget impacts are anticipated from this resolution.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to adopt the resolution amending and restating the Solid Waste Franchise Agreement with Waste Industries High Point Landfill, LLC and authorize appropriate city officials to execute all necessary documents.

SOLID WASTE FRANCHISE

WI High Point Landfill, LLC



WI High Point Landfill, LLC
Jamestown, North Carolina
(A Wholly-Owned Subsidiary GFL Environmental)

March 2024

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WI High Point Landfill, LLC

SOLID WASTE FRANCHISE

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Attachment B	Executive Summary of GFL Request for Franchise
Attachment C	Figure 1 – Final Development Plan

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Attachment A

Ordinance Amending and Restating the Solid Waste Franchise

**Solid Waste Franchise
WI High Point, LLC
Jamestown, North Carolina**

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Ordinance Amending and Restating the Solid Waste Franchise of WI High Point Landfill, LLC,
Pursuant to N.C. Gen. Stat §§ 160A-319, 130A-294,
And City Ordinance 11-8-5(2)

Recitals

- 1) MRR of High Point, LLC (“MRR”) was issued a solid waste franchise on December 20, 2001 for a Construction and Demolition Debris (“C&D”) Recycling Facility and Landfill on Riverdale Road. On May 3, 2004, the MRR franchise was amended and expanded to include all of Randolph, Davidson, Forsyth and Guilford counties.
- 2) MRR sold its facility to WCA of High Point, LLC (“WCA”). The City of High Point approved the transfer of MRR’s franchise to WCA on February 21, 2005.
- 3) On May 18, 2009, the City of High Point approved the expansion of WCA’s franchise area to include the existing four counties plus Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties and to amend the terms of its franchise to provide for payment of a host fee equal to forty cents per ton for disposed waste from the additional counties. Since approval of the 2009 amendment, 99% of the annual tonnage received has come from Davidson, Forsyth, Guilford and Randolph Counties, with 77% of the total tonnage coming from Guilford County.
- 4) WCA sold its facility to WI High Point Landfill, LLC (“WI High Point”). The City of High Point approved the transfer of WCA’s franchise to WI High Point on August 20, 2012. WI High Point became a subsidiary of GFL Environmental in November, 2018, but WI High Point’s operations and management remained unchanged.
- 5) In accordance Special Use Permit 01-06, dated October 30, 2001, Condition P., the Landfill will continue to use the recycling processing center to reduce the stream of materials entering the landfill. Future material processing for recycling will be based on the quantity, quality and market availability as required to maintain system and economic viability.
- 6) At a regularly scheduled city council meeting on _____, _____, following statutory requirements for public notice and after placing a copy of its application in the High Point Public Library, WI High Point presented evidence related to, among other things: a) a statement of the population to be served; b) a description of the volume and characteristics of the waste steam; c) a projection of the useful life of the landfill; d) an explanation of how the franchise is consistent with Guilford County’s Solid Waste Management Plan; e) procedures to be followed for oversight and regulation of fees and rates to be charged; f) a facility plan; and g) the qualifications of the applicant to operate a sanitary landfill.
- 7) After a public hearing on _____, _____, the High Point City Council voted unanimously to amend and restate WI High Point’s franchise to clarify the daily tonnage allowance permitted under the franchise.
- 8) Upon a second reading and consideration of the High Point City Council on _____, _____, the City Council voted unanimously to amend and restate WI High Point’s franchise to clarify the daily tonnage allowance permitted under the franchise.

Be it ordained by the City Council of the City of High Point that:

Sec. 1 WI High Point Landfill, LLC is hereby granted an amended and restated franchise to operate a Construction and Demolition Debris Recycling Facility and Landfill on Riverdale Road, beginning on _____, _____ and continuing until the earlier of the depletion of the permitted disposal capacity or February 10, 2064, which is defined as the life-of-site in accordance with North Carolina General Statute (NCGS) §130A-294.(a2), pursuant to the Application for Amended and Restated Solid Waste Facility Franchise filed Amendment filed with the City of High Point and attached hereto.

Sec. 2 WI High Point shall be permitted to accept, for disposal or reclamation, a monthly average of 700 Tons Per Day (“TPD”) of construction and demolition waste in compliance with the regulations of the North Carolina Department of Environmental Quality. WI High Point will accept, process for recycling, recycle and dispose of in accordance with all applicable laws and rules up to 218,400 tons annually of construction and demolition waste from and serve all of the population residing in, doing business in, or otherwise generating waste in the aforementioned counties, which population numbers approximately 2.2 Million per the 2020 Census. It is projected that the useful life of the facility, as it may be expanded and permitted, will be contingent upon the rate of disposal, but will be no less than 10 years from May ____, 2024 and no more than allowed by NCGS §130A-294.(a2). WI High Point will endeavor to reclaim materials from the waste received when market conditions or waste stream contents allow WI High Point to do so.

Sec. 3 The franchise territory shall continue to include the following counties: Guilford, Randolph, Davidson, Forsyth, Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes.

Sec. 4 WI High Point shall continue to pay the City of High Point an annual host fee equal to forty cents (\$0.40) per disposed ton of all waste originating in Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties. WI High Point’s annual reports are prepared by August 1 each year, based on the Company’s operations through June 30; the host fee shall be due on an annual basis and shall be paid no later than August 30 of each year, based on WI High Point’s annual report.

Sec. 5 WI High Point shall extend equal employment opportunities to all qualified persons, and no such person shall be discriminated against in employment because of race, color, religion, age, national origin, sex or handicap. WI High Point shall comply with all equal employment provisions enacted by federal, state and local authorities.

Sec. 6 This ordinance is effective upon adoption of its second reading.

Adopted 1) _____, _____
2) _____, _____

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

Attachment B

Executive Summary of GFL Request for Franchise Amendment

**Solid Waste Franchise
WI High Point, LLC
Jamestown, North Carolina**

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Executive Summary of GFL Request for Franchise Amendment

Request

WI High Point Landfill, LLC, a subsidiary of GFL Environmental, Inc. requests that the High Point City Council approve an amended Franchise with the City of High Point for the continued operation of a Construction and Demolition (C&D) Debris Recycling Facility and Landfill (Landfill) on Riverdale Road. The service area primarily includes Guilford, Randolph, Davidson and Forsyth Counties and will:

1. Permit the continued acceptance of an average daily tons of C&D materials of up to 700 tons per day for either reclamation or landfilling.
2. Provide for continued disposal in substantial conformance with the permitted waste boundary as referenced in the attached Figure 1, which will allow for a total gross landfill capacity of approximately 5,260,600 CY to include C&D waste, periodic, intermediate and final soil cover (Reference Table 1 of the attached Figure 1).
3. Compensate the City at a rate of \$0.40 per ton for materials received from Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties even though C&D Landfills do not typically pay host fees.
4. Provide a landfill life of at least 30 years from the date of the original franchise, or at least 10 years from the date of this request.

History

MRR of High Point, LLC ("MRR") was issued a solid waste franchise on December 20, 2001 for a C&D Recycling Facility and Landfill on Riverdale Road. On May 3, 2004, the MRR franchise was amended and expanded to include all of Randolph, Davidson, Forsyth and Guilford counties but it was anticipated that the majority of materials would come from the economic growth and building activities in close proximity to the City of High Point. The maximum tonnage expected to be handled by the landfill in High Point was 700 tons per day and landfill capacity was projected at 25-40 years. At that time, it was expected that a significant amount of materials would be recycled. Because of changes in contractor practices and the loss of certain economic markets, the expected level of recycling has not been realized.

MRR sold its facility to WCA of High Point, LLC ("WCA"). The City of High Point approved the transfer of MRR's franchise to WCA on February 21, 2005.

On May 18, 2009, the City of High Point approved the expansion of WCA's franchise area to include the existing four counties plus Rockingham, Caswell, Alamance, Orange, Cabarrus, Rowan, Davie, Yadkin, Surry and Stokes counties and to amend the terms of its franchise to provide for payment of a host fee equal to forty cents per ton for disposed waste from the additional counties.

When the extended service area was expanded (to include 10 counties), the Burnt Poplar Transfer Station also operated as a C&D transfer facility serving the extended service area; however Burnt Poplar transitioned to an MSW transfer station in 2017, which reduced the potential to deliver more C&D to WI High Point. Since 2012, less than 10,000 tons have originated from the extended service area. This represents approximately 2% of the approximate 490,000 tons disposed since 2012. Since approval of the 2009 amendment, 98-99% of the annual tonnage received has come from the original Davidson,

Forsyth, Guilford and Randolph Counties, with 77% of the total tonnage coming from Guilford County alone.

WCA sold its facility to WI High Point Landfill, LLC ("WI High Point"). The City of High Point approved the transfer of WCA's franchise to WI High Point on August 20, 2012. WI High Point became a subsidiary of GFL Environmental in November, 2018, but WI High Point's operations and management remained unchanged.

Recycling Challenges

In accordance Special Use Permit 01-06, dated October 30, 2001, Condition P., the Landfill will continue to use the recycling processing center to reduce the stream of materials entering the landfill. Future material processing for recycling will be based on quantity, quality and market availability as required to maintain system and economic viability. GFL understands and agrees that recycling plays a crucial role in waste management and environmental sustainability but faces numerous challenges in today's market.

One trend that has reduced GFL's recycling in High Point is the widespread practice among contractors of selectively salvaging the most lucrative materials—the "low hanging fruit"—for direct sale or reuse, while diverting less valuable and hard-to-salvage materials to the landfill. While this does not diminish the overall goal of recycling, it results the removal of high-value recycled materials being delivered to the facility. This reduction affects the overall economic viability of recycling operations. Once high-value materials are removed (i.e. ferrous and non-ferrous metals), the residual materials delivered inherently decrease in value. Often, if high-value materials remain they are either of de minimis quantity or challenging to separate from other materials, such as rebar embedded in concrete.

For materials of lesser value, the cost of recycling frequently outweighs the economic benefits, making recycling economically unattractive for businesses and municipalities without an availability of large quantities of clean materials or without local markets. This is especially true with gypsum drywall and wood. In North Carolina, a primary use for recycled drywall gypsum is land application in farming as a soil amendment, but this market demands "clean" drywall, free of screws, nails, paint, and contaminants. The management of clean drywall gypsum necessitates separate material handling throughout construction and demolition phases, increasing recovery costs and rendering recovery on the backend impractical. Similarly, the reclaimed wood market requires clean material, which reduces the facility's ability to generate significant quantities of recycled material and there is little interest in small volume. The closure of other area recyclers whose business model included C&D materials reinforces these points.

Recycled asphalt shingles have been historically utilized as a supplementary material for asphalt feedstock in North Carolina. However, the market imposes stringent cleanliness requirements, necessitating removal of all residual wood, screws/nails, insulation, and other contaminants. With markets shifting and many recyclers no longer taking shingles, the closest available market for asphalt shingles is located in Wilson, North Carolina, requiring significant transportation costs further diminishing the economic viability of asphalt shingle recycling practices.

Even where local markets exist, C&D recycling on the backend, following construction/demolition is difficult. Once materials are commingled, the material quality is diminished due to contamination and the material mix of bulky/heavy materials makes separating and sorting challenging and costly (i.e. labor

and equipment). Additionally, without significant regulation and/or incentives driving recycling, recycling of these materials will continue to be low. For example, the main material reclaimed at the WI High Point Landfill are wooden pallets, which is the result of regulation that bans their disposal.

Community Benefits.

Although many focus on negative impacts of landfills, it is important to understand the many community benefits provided for High Point and the surrounding area.

The availability of this C&D landfill is an asset for High Point; it supports development and growth of the City. The landfill has already provided over 20 years of service and this amended Franchise will ensure the remaining landfill life will be no less than 10 years and no more than allowed by North Carolina General Statute (NCGS) §130A-294.(a2).

The C&D waste material received at WI High Point is material that would otherwise go to the City's landfill. The provision of this C&D landfill helps the City conserve airspace at its municipal facility.

WI High Point pays a host fee for material originating outside the community.

GFL's community support/engagement includes environmental initiatives and support for community groups. including:

- Volunteer and Sponsor of Victory Junction Camp
- Volunteer and Sponsor of Project Healing Waters
- Local litter sweeps and clean ups
- Local Touch a Truck sponsorships
- Participates in local Angel Tree program annually
- Supports local chamber events

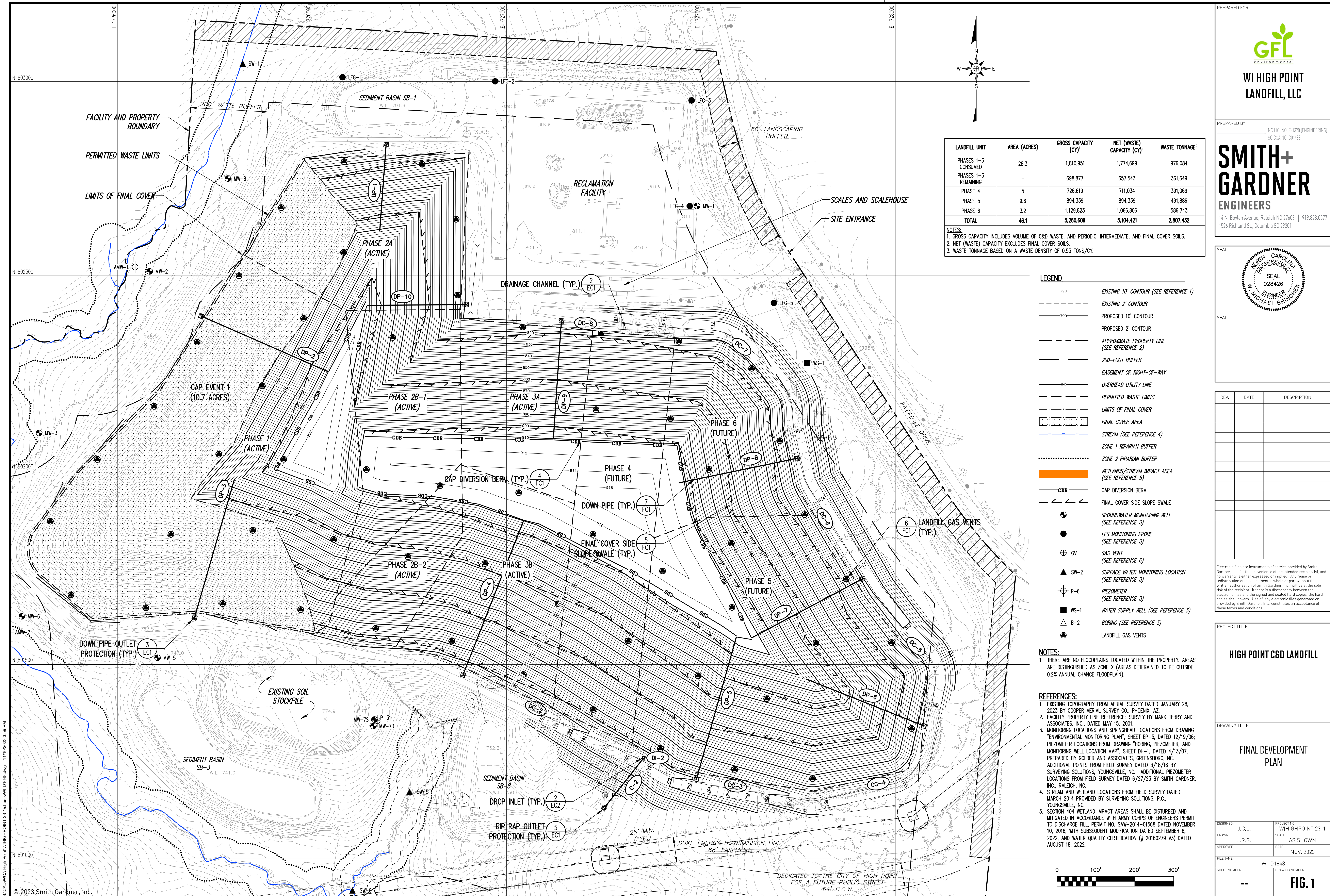
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Attachment C

Figure 1 – Final Development Plan

**Solid Waste Franchise
WI High Point, LLC
Jamestown, North Carolina**

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**WI HIGH POINT
LANDFILL, LLC**

PREPARED BY: NC LIC. NO. F-1070 (ENGINEERING)
SC COA NO. C01488

**SMITH+
GARDNER
ENGINEERS**

14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
1526 Richland St., Columbia SC 29201

LANDFILL UNIT	AREA (ACRES)	GROSS CAPACITY (CY) ¹	NET (WASTE) CAPACITY (CY) ²	WASTE TONNAGE ³
PHASES 1-3 CONSUMED	28.3	1,810,951	1,774,699	976,084
PHASES 1-3 REMAINING	-	698,877	657,543	361,649
PHASE 4	5	726,619	711,034	391,069
PHASE 5	9.6	894,339	894,339	491,886
PHASE 6	3.2	1,129,823	1,066,806	586,743
TOTAL	46.1	5,260,609	5,104,421	2,807,432

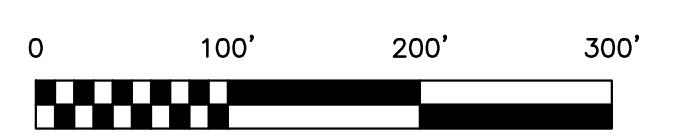
NOTES:
1. GROSS CAPACITY INCLUDES VOLUME OF C&D WASTE, AND PERIODIC, INTERMEDIATE, AND FINAL COVER SOILS.
2. NET (WASTE) CAPACITY EXCLUDES FINAL COVER SOILS.
3. WASTE TONNAGE BASED ON A WASTE DENSITY OF 0.55 TONS/CY.

LEGEND

- EXISTING 10' CONTOUR (SEE REFERENCE 1)
- EXISTING 2' CONTOUR
- PROPOSED 10' CONTOUR
- PROPOSED 2' CONTOUR
- - - APPROXIMATE PROPERTY LINE (SEE REFERENCE 2)
- 200'-FOOT BUFFER
- EASEMENT OR RIGHT-OF-WAY
- - - OVERHEAD UTILITY LINE
- - - PERMITTED WASTE LIMITS
- - - LIMITS OF FINAL COVER
- [Hatched Area] FINAL COVER AREA
- [Blue Line] STREAM (SEE REFERENCE 4)
- ZONE 1 RIPARIAN BUFFER
- ZONE 2 RIPARIAN BUFFER
- [Orange Area] WETLANDS/STREAM IMPACT AREA (SEE REFERENCE 5)
- - - CDB CAP DIVERSION BERM
- - - FINAL COVER SIDE SLOPE SWALE
- [Circle with dot] GROUNDWATER MONITORING WELL (SEE REFERENCE 3)
- [Circle with dot] LFG MONITORING PROBE (SEE REFERENCE 3)
- [Circle with cross] GAS VENT (SEE REFERENCE 6)
- [Triangle] SW-2 SURFACE WATER MONITORING LOCATION (SEE REFERENCE 3)
- [Circle with cross] P-6 PIEZOMETER (SEE REFERENCE 3)
- [Square] WS-1 WATER SUPPLY WELL (SEE REFERENCE 3)
- [Triangle] B-2 BORING (SEE REFERENCE 3)
- [Circle with dot] LANDFILL GAS VENTS

NOTES:
1. THERE ARE NO FLOODPLAINS LOCATED WITHIN THE PROPERTY. AREAS ARE DISTINGUISHED AS ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

- REFERENCES:**
- EXISTING TOPOGRAPHY FROM AERIAL SURVEY DATED JANUARY 28, 2023 BY COOPER AERIAL SURVEY CO., PHOENIX, AZ.
 - FACILITY PROPERTY LINE REFERENCE: SURVEY BY MARK TERRY AND ASSOCIATES, INC., DATED MAY 15, 2001.
 - MONITORING LOCATIONS AND SPRINGHEAD LOCATIONS FROM DRAWING "ENVIRONMENTAL MONITORING PLAN", SHEET EP-5, DATED 12/19/06; PIEZOMETER LOCATIONS FROM DRAWING "BORING, PIEZOMETER, AND MONITORING WELL LOCATION MAP", SHEET DH-1, DATED 4/13/07, PREPARED BY GOLDER AND ASSOCIATES, GREENSBORO, NC. ADDITIONAL POINTS FROM FIELD SURVEY DATED 3/18/16 BY SURVEYING SOLUTIONS, YOUNGSVILLE, NC. ADDITIONAL PIEZOMETER LOCATIONS FROM FIELD SURVEY DATED 6/27/23 BY SMITH GARDNER, INC., RALEIGH, NC.
 - STREAM AND WETLAND LOCATIONS FROM FIELD SURVEY DATED MARCH 2014 PROVIDED BY SURVEYING SOLUTIONS, P.C., YOUNGSVILLE, NC.
 - SECTION 404 WETLAND IMPACT AREAS SHALL BE DISTURBED AND MITIGATED IN ACCORDANCE WITH ARMY CORPS OF ENGINEERS PERMIT TO DISCHARGE FILL, PERMIT NO. SAW-2014-01568 DATED NOVEMBER 10, 2016, WITH SUBSEQUENT MODIFICATION DATED SEPTEMBER 6, 2022, AND WATER QUALITY CERTIFICATION (# 20160273 V3) DATED AUGUST 18, 2022.



REV.	DATE	DESCRIPTION

PROJECT TITLE:
HIGH POINT C&D LANDFILL

DRAWING TITLE:
FINAL DEVELOPMENT PLAN

DESIGNED	PROJECT POINT
J.C.L.	WHIGHPOINT 23-1
DRAWN	SCALE
J.R.G.	AS SHOWN
APPROVED	DATE
	NOV. 2023
FILENAME	
WI-D1648	
SHEET NUMBER	DRAWING NUMBER
--	FIG. 1

DEDICATED TO THE CITY OF HIGH POINT
FOR A FUTURE PUBLIC STREET
64' R.O.W.

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City of High Point

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

Master

File Number: 2024-177

File ID: 2024-177	Type: Miscellaneous Item	Status: To Be Introduced
Version: 1	Reference:	In Control: City Council
		File Created: 05/02/2024
File Name:		Final Action: 05/07/2024

Title: Consideration of 2024 Urgent Repair Program (URP24) Policies and Procedures
 City Council is requested to consider the URP24 Assistance Policy and the URP24 Procurement and Disbursement Policies, and that the appropriate City Official(s) be authorized to execute all necessary documents. (Recommended by the Community Development Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: URP24 Assistance and Procurement and Disbursement Policies

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community Development Committee	05/07/2024	Committee Recommended Approval	City Council	05/20/2024		Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: 2024 Urgent Repair Program (URP24) Policies and Procedures	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: May 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Conditional Award Letter URP24 Assistance Policy URP24 Procurement and Disbursement Policies	

PURPOSE: Staff seeks Council approval of 2024 Urgent Repair Program (URP24) policies and procedures required by the North Carolina Housing Finance Agency (NCHFA).

BACKGROUND: NCHFA requires URP grant recipients to annually adopt policies and procedures defining procurement and disbursement policies for vendors/contractors, and applicant assistance protocols.

BUDGET IMPACT: High Point has been awarded \$132,000 under the URP24 grant cycle. In addition, the City will provide a \$10,000 match from the general fund for a program total of \$142,000.

RECOMMENDATION / ACTION REQUESTED: The Community Development and Housing Department recommends approval of the URP24 Assistance Policy and the URP24 Procurement and Disbursement Policies, and that the appropriate City Official(s) be authorized to execute all necessary documents.



3508 Bush Street
Raleigh, NC 27609
919-877-5700
www.HousingBuildsNC.com

February 8, 2024

Ms. Tasha Logan Ford, City Manager
City of High Point
P.O. Box 230
High Point, NC 27260

Dear Ms. Ford:

I am pleased to inform you that the City of High Point has been conditionally approved to receive an amount not to exceed \$132,000 under the 2024 cycle of the Urgent Repair Program (URP24).

The URP24 Program attracted applications from a broad variety of housing providers across the state. Fifty-four applications were received, with funding requests totaling \$9.53 million. Our total commitment to URP24 of \$8.8 million funded forty-nine projects this year (90% of all applicants) and will provide urgently needed repairs or modifications to the homes of 803 households in seventy-eight counties. Success in this competition reflects your organization's commitment and capacity to respond to the need for urgent repair assistance in your service area.

A one-day Implementation Workshop is currently scheduled for May 7, 2024. This workshop will be presented virtually. Detailed workshop information will be emailed to you and the person identified in your application as the Program contact. An URP24 Funding Agreement will be sent to you after you submit some required post-approval documentation and key staff have attended the workshop. Please do not begin work on your project until a Funding Agreement has been forwarded to you and properly executed.

On behalf of the Agency, I congratulate you on your successful application. If you have any questions regarding this award, please contact your case manager, Chuck Dopler, Team Leader of Home Ownership Rehabilitation, 919-291-4361.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Handley", is written over a light blue circular stamp.

Michael Handley
Manager of Home Ownership Rehabilitation & Compliance

cc: Ms. Thanena Wilson, CD & Housing Director



**NORTH
CAROLINA
HOUSING**
FINANCE AGENCY

Assistance Policy

2024 Urgent Repair Program

What is the Urgent Repair Program? The City of High Point has been awarded \$132,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2024 cycle of the Urgent Repair Program (“URP24”). The City shall contribute an additional \$10,000 from General Funds that are allocated toward affordable housing on an annual basis to supplement URP24 project activities. This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modification and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of eleven households are projected to be assisted under URP24.

This Assistance Policy describes who is eligible to apply for assistance under URP24, how applications for assistance will be received, what the form of assistance is and how the repair/modification process will be managed. The City has made every effort to design this URP24 project to be fair, open, and consistent with the City’s approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Eligibility: To be eligible for assistance under URP24 applicants must meet the following requirements.

- 1) Must reside within the City of High Point and own and occupy the home in need of repair.
- 2) Must have a household income which does not exceed 50% of the State median income for the household size (see income limits below).
- 3) Must have one or more fulltime household members with special needs (i.e., be elderly (≥ 62 years old), handicapped or disabled, a single parent household with at least one dependent child in residence, a large family with ≥ 5 household members, a household with a child below the age of six with lead hazards present or a military veteran who was discharged or released under conditions other than dishonorable).
- 4) Must have urgent repair needs, which cannot be met through other state or federally- funded housing assistance programs.



**URP24 Income Limits
(Statewide non-Metro) ***

<i>Number in Household</i>	<i>30% of Median Income</i>	<i>50% of Median Income</i>
1	\$15,400	\$29,050
2	\$17,600	\$33,200
3	\$19,800	\$37,350
4	\$22,000	\$41,500
5	\$23,800	\$44,850
6	\$25,550	\$48,150
7	\$27,300	\$51,500
8	\$29,050	\$54,800

**Income limits are subject to change based on annually published HUD income limits.*

Outreach Efforts of the Urgent Repair Program: The City of High Point will advertise or publish an article about the Urgent Repair Program in the local newspaper serving the City (The High Point Enterprise), at senior centers throughout the City, with veteran’s organizations that serve City residents, and on the City's website.

Selection of applicants: The City shall select recipients on a first-come, first-served basis based on applications received from eligible applicants. NOTE: For a true emergency (e.g., tree falls on roof, sewer backup, etc.), the application and eligibility assessment shall be expedited, and work shall begin as soon as feasibly possible (see paragraph 10 of the Procurement Policy for more information).

The NCHFA Program guidelines require that a minimum of 50% of the households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be a key factor in selection of those households served under the grant.

Recipients of assistance under the URP24 will be chosen by the above criteria without regard to race, color, national origin, religion, sex (including gender identity and orientation), familial status, disability, and limited English proficiency.

The definitions of special needs’ population under the URP24 are as follows:

- Elderly: An individual aged 62 or older.
- Disabled: A person who has a physical, mental or development disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- Large Family: A large family household is composed of five or more individuals, with at least four being immediate family members.



- **Head of Household:** The person or persons who own(s) the house.
- **Household Member:** Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- **Occupant:** An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least three months prior to the submission of the family’s application.
- **Lead hazards:** A child below the age of six with lead hazards in the home.
- **Veteran:** A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.
- **Emergency:** A situation where a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal.

Client Referral and Support Services: Many homeowners assisted through the Urgent Repair Program may also need other services. When City staff meet the homeowner during the intake and work write-up process, they will discuss the resources and programs available in the City and provide pamphlets and agency contact information when appropriate.

What is the form of assistance under URP24? The City will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the City’s Project Manager. There is no minimum amount of the loan; however, the maximum life-time limit in accordance with URP24 guidelines is \$12,000.

What kinds of work will be done? Only repairs that alleviate housing conditions which pose an imminent threat to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City’s URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

All work that is completed under URP24 must meet or exceed NC State Residential Building Code standards and be done in compliance with all state or local permitting, inspections, licensing, and insurance requirements. If a local code requirement is more stringent than a specific URP Property Standard, the more stringent local minimum housing code requirement(s) will be used.



Who will do the work on the homes? The City is obligated under URP24 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open, and competitive process. To meet those very difficult requirements, the City will invite bids from contractors who are part of an approved contractors' list, as well as from vendors provided through lists from the City's Purchasing Division. On April 22, 2008, EPA issued a rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning in April 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. The rule will affect paid renovators who work in pre-1978 housing and child-occupied facilities, including:

- Renovation contractors
- Maintenance workers in multi-family housing
- Painters and other specialty trades.

Please request a copy of the City's Procurement and Disbursement Policy for further information.

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy. Every effort will be made to secure at least three bids; however, in a case when this is not possible, the City's Purchasing Policy will be followed.

Should fewer than three (3) bids be received, the Project Manager may move forward in awarding the project to a responsive and responsible bidder.

The City has an existing approved contractors' list for its existing rehabilitation programs. We encourage other contractors to apply, particularly minority and women-owned businesses. A contractor or vendor can apply through the following process:

- 1) Fill out a contractor's questionnaire form which includes references, financial information, and recent jobs completed (contact: Kathy Blake @ 336-883-8522).
- 2) Provide appropriate documentation, including licenses and liability insurance.

The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include minority and women-owned enterprises (M/WBE) within its contractor and subcontractor pool.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the City of High Point's URP24, what work can be done, and who will do it, let's go through all the major steps in the process:



- 1) **Completing an Application form:** Homeowners who wish to apply for assistance should call (336) 883-3349 or visit the City's website at www.highpointnc.gov/cd. Proof of ownership and income will be required. Those who have applied for housing assistance from the City in the past will not automatically be reconsidered. A new application will need to be submitted.
- 2) **Screening of applicants:** Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other factors.
- 3) **Preliminary inspection:** The City's Project Manager will visit the homes of applicants to determine the need and feasibility of repairs/modifications.
- 4) **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
- 5) **Work write-up:** The City's Project Manager will visit the home again for a more thorough inspection. All areas of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Project Manager will prepare complete and detailed work specifications (known as the "work write-up"). The Project Manager shall review the work write-up with the homeowner and obtain written acceptance of the work write-up from the homeowner. A final cost estimate will also be prepared by the Project Manager and held in confidence until bidding is completed.
- 6) **Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry, or from lists provided by the Purchasing Division, who will be given one week in which to inspect the property and prepare bid proposals. Each will need access to those areas of the house in which work is to be performed in order to prepare a bid. Bids will be opened in the City's Community Development & Housing Department.
- 7) **Contractor selection:** Within 24 hours of the bid opening, after reviewing bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.
- 8) **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the City serving as the homeowner's agent. The total loan amount of URP24 funds will never exceed \$12,000 for project hard costs.



- 9) **Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor, and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date. NOTE: A "proceed order" will not be issued until the contract between the contractor and the homeowner has been executed.
- 10) **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. The Project Manager will inspect new work for compliance with the State Building Code as required by the guidelines of URP24. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
- 11) **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor, the Project Manager, the City's Community Development and Housing Director (or his/her designee), and the City Manager (or his/her designee). If the changes require an adjustment in the loan amount, a loan modification stating these changes in the contract amount must be completed by the City and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the City and conveyed to the owner.
- 12) **Payments to contractor:** The contractor will be paid following the inspection and satisfactory completion of all items on the work write-up as well as the receipt by the City of the contractor's invoice and a release of liens, signed by all sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased. Please request a copy of the City's Procurement and Disbursement Policy for further information.
- 13) **Post-construction conference:** Following construction the contractor and the Project Manager will sit down with the homeowner one last time. At this conference the contractor will turn over all owner's manuals and warranties on equipment. The contractor and Project Manager will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.



14) **Closeout:** Once each item outlined in paragraph 12 above has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications shall be available to the public starting on the date the NCHFA URP24 Funding Agreement is executed. It is anticipated that the execution of the Funding Agreement will occur on or about June 30, 2024.
- Resources for this program shall be available through December 31, 2025, or when total resources have been spent, whichever occurs first.

How do I enter an application?

Visit the City of High Point, NC website page:

[Urgent Repair Program \(URP\) | High Point, NC \(highpointnc.gov\)](https://www.highpointnc.gov)

<https://www.highpointnc.gov/249/Urgent-Repair-Program-URP>

Then click on the link under “*Applying for the Program*” at the bottom of the page after:

To begin the application process, [download a copy of our Eligibility Screening Form.](#)

<https://portal.neighborlysoftware.com/highpointnc/participant>

Is there a procedure for dealing with complaints, disputes, and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the City of High Point realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

- 1) If an applicant feels that his/her application was not fairly reviewed and would like to appeal the decision made about it, he/she should contact Don McKnight, Assistant Community Development & Housing Director, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
- 2) A written appeal must be made within 10 business days of the initial decision on an application.
- 3) The City of High Point will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

- 1) If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Project Manager.



- 2) The Project Manager will inspect the work in question. If he finds that the work is not being completed according to the contract, the Project Manager will review the contract with the contractor and ask the contractor to remedy the problem.
- 3) If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Project Manager and facilitated by the City's Community Development and Housing Director ("Director") or his designee.
- 4) Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.
- 5) If the Project Manager finds that the work is being completed according to the contract, the complaint will be noted, and the Project Manager and the homeowner will discuss the concern and the reason for the Project Manager's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to City employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the City, or member of the City Council, or entity contracting with the City, who exercises any functions or responsibilities with respect to URP24 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of City employees, Council Members and others closely identified with the City, may be approved for rehabilitation assistance only upon public disclosure before the City's Community Development and Housing Director and written permission from NCHFA.

What about favoritism? All activities under URP24, including the review of applications, inviting bids, selecting contractors, and resolving complaints, will be conducted in a fair, open, and non-discriminatory manner, entirely without regard to **race, color, religion, national origin, sex, familial status, and disability**.

Who can I contact about URP24? Any questions regarding any part of this application or program should be addressed to:

Don McKnight
Asst. Director, CD&H Department
211 S. Hamilton St., Suite 312
High Point, NC 27260
336-883-3676
don.mcknight@highpointnc.gov



This Assistance Policy is adopted this _____ day of _____ 2024.

Mayor Cyril Jefferson _____

ATTEST: _____
Sandra R. Keeney, City Clerk

SEAL



****TO BE PLACED IN PROJECT FILE****

Acknowledgement of Receipt

I acknowledge receipt of a copy of the URP24 Assistance Policy and was provided the opportunity to review the document with City staff.

Owner

Date





Procurement and Disbursement Policies 2024 Urgent Repair Program

PROCUREMENT POLICY

1. To the maximum extent practical, the City of High Point (City) promotes a fair, open, and competitive procurement process as required under North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry, or from vendor lists obtained from the City's Purchasing Division. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed, and approved by the Project Manager and submit proof of insurance.) Any contractor listed with and approved by the City will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) that the bid is within 15% on the low end of the City's nominal amount or 15% on the high end of the City's nominal amount and that (c) there is no conflict of interest (real or apparent).

All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with both firm certificate and the qualified renovator's letter on file will be invited to bid on pre-1978 homes. For units where abatement is required or with more than \$25,000 of construction costs not attributed to Lead-Based Paint (LBP) stabilization/removal, projects must use a certified lead abatement firm as required by North Carolina's Lead Hazard Management Program for Abatement Activities (LHMP). Both firm types are listed at this website: <https://schs.dph.ncdhhs.gov/lead/accredited.cfm>.

Should fewer than three (3) bids be received, the Project Manager may move forward in awarding the project to a responsive and responsible bidder.

3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites may be considered separate and apart when awarded and may be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by the Project Manager and all parties to the original contract. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and “walk thru” shall be held at the work site prior to commencement of repair work.
8. The City reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids, bids via email, and the like. In the event phone bids are used, the City of High Point will call the first three responsive contractors on the approved contractor registry. The City will track who has been called and responsive and will rotate through the list before starting the rotation again. Should such methods ever become necessary, the transaction will be fully documented.
10. If the nature of a repair is such that the repair can be made during the contractor’s initial inspection, or service for diagnostic call and the repair does not exceed \$1,500, a work write-up or bidding process will not be required. The contractor must, however, provide a quote to the Project Manager prior to commencement of the work. Should this method of repair be used, the transaction will be fully documented, and the Project Manager may use a City procurement card as a method of payment.
11. As the work being performed under the URP does not meet the minimum threshold requiring a formal bidding process under North Carolina General Statutes, bids (or quotes) may be mailed, hand delivered in a sealed envelope, or submitted via email as instructed in the bid package. All bids will be opened and viewed publicly at a time and place to be announced in the bid package. All bidders are welcome to attend.



12. The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement procedures and will make special outreach efforts to include Minority/Women Business Enterprises (M/WBE) within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, age, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the City's Project Manager, (b) the homeowner, and (c) the code enforcement officer as appropriate for the project prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 7-10 business days from receipt for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Project Manager, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the City's Urgent Repair Program Assistance Policy complaint process if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy.)
3. Following construction, the contractor and the Project Manager will meet with the Homeowner in a post-construction conference. At this conference the contractor will hand over all the owners' manuals and warranties on equipment and products to the homeowner and be available to answer homeowner questions.
4. Project Closeout: When the contractor declares the work complete, the Project Manager will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of the City's Project Manager, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the City's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy). The contractor, homeowner, and Project Manager will sign off on the work. After receipt of the contractor's final invoice, inspections, and certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year, using the date the Project Manager declares all work complete and approves the final invoice for payment, the homeowner will be provided the one-year warranty date in writing.
5. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.



6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____,2024.

City of High Point

Mayor Cyril Jefferson _____

ATTEST: _____
Sandra Keeney, City Clerk

SEAL



CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policies.

BY: _____
Name, Title

COMPANY NAME: _____

WITNESS: _____





City of High Point

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

Master

File Number: 2024-178

File ID: 2024-178

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/02/2024

File Name:

Final Action:

Title: Consideration of a Conditional Commitment for Flats at Old Winston
City Council is requested to consider a Conditional Commitment Letter for Flats at Old Winston and that the appropriate City Official(s) be authorized to execute all necessary documents. (Recommended by the Community Development Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Flats at Old Winston

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community Development Committee	05/07/2024	Committee Recommended Approval	City Council	05/20/2024		Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Conditional Commitment for Flats at Old Winston	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: May 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Site Plan	

PURPOSE: Flats at Old Winston Road will be a 60-unit multifamily rental project located at 701 Old Winston Road to be developed by Wynnefield Forward, LLC. One, two, and three-bedroom units will be made available to families with household incomes at 80% and below the area median income (AMI). Twelve units will be targeted to households earning 50% and below the AMI. The site will include a community building with a community room and computer center, a covered picnic area, and playground.

Staff is proposing to conditionally commit \$1 million of HOME-ARP funds to the project that has a development budget of approximately \$14 million. The developer will be applying to North Carolina Housing Finance Agency (NCHFA) for an award of 9% Low-income Housing Tax Credits (LIHTC).

BACKGROUND: As identified in High Point's HOME-ARP Allocation Plan, \$1,539,524 has been allocated for affordable rental housing development. These funds will be used to primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, fleeing domestic violence, or in other vulnerable populations (e.g., veterans and households at 50% and below the AMI).

BUDGET IMPACT: None

RECOMMENDATION / ACTION REQUESTED: The Community Development and Housing Department recommends authorization to provide a Conditional Commitment Letter for Flats at Old Winston on or before May 10, 2024, and that the appropriate City official and/or employee be authorized to execute all necessary documents.

FLATS AT OLD WINSTON

HIGH POINT, NC



SITE INFORMATION:

SITE: 3.6 +/- ACRES
 DENSITY: 16.66 UNITS/ACRES
 BUILDINGS: (1) 1 STORY CLUBHOUSE
 (2) 3-STORY APARTMENT BUILDINGS
 13R
 SPRINKLERS: 105 SPACES REQUIRED @ 1.75 SPACES / UNIT
 105 SPACES PROVIDED
 SETBACKS: FRONT =25'
 SIDE =25'
 REAR =25'

SITE NOTES:

- SITE TO BE GRADED TO ASSUME 5% SLOPE AWAY FROM BUILDINGS IN FIRST 10'.
- NO RETAINING WALLS ANTICIPATED.
- NO FLOOD PLAINS.

UNIT INFORMATION:

Unit Type	Unit Heated Area (Paint to Paint)	Unit Net Area*	No. of Units	Unit Heated Total (Paint to Paint)	Unit Net Total
1 BEDROOM "A1"	715	756	9	6,435	6,804
2 BEDROOM "B1"	980	1,026	27	26,460	27,702
3 BEDROOM "C1"	1,152	1,203	12	13,824	14,436
3 BEDROOM "C2"	1,152	1,203	12	13,824	14,436
Total			60	60,543	63,378

* Net Area Equal To Outside of Stud

ACCESSIBLE UNITS "(a)" OR "(as)": TOTAL OF (6) UNITS

- (1) 1-BEDROOM UNIT WITH TUB
- (1) 1-BEDROOM UNIT WITH ROLL-IN SHOWER
- (1) 2-BEDROOM UNIT WITH TUB
- (1) 2-BEDROOM UNIT WITH ROLL-IN SHOWER AND EQUIPPED FOR THE SIGHT AND HEARING IMPAIRED
- (1) 3-BEDROOM UNIT WITH TUB
- (1) 3-BEDROOM UNIT WITH ROLL-IN SHOWER AND EQUIPPED FOR THE SIGHT AND HEARING IMPAIRED

REQUIRED SITE AMENITIES:

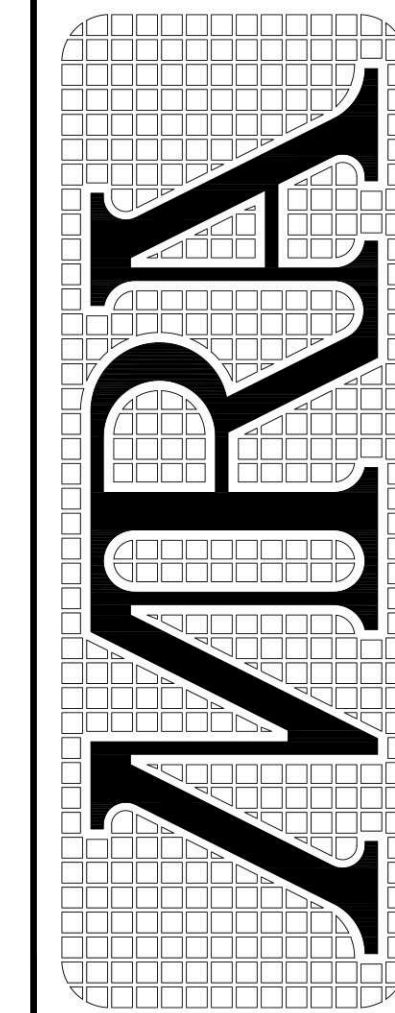
- A.** PLAYGROUND - (W/ MIN. 1 BENCH)
- B.** MULTI-PURPOSE ROOM (MIN. 250 SQ. FT.)
- C.** COVERED PICNIC AREA - (150 SQ.FT. W/ 2 TABLES & GRILL)

ADDITIONAL AMENITIES:

- D.** OUTDOOR SITTING AREAS W/ BENCHES - (MIN. 3 LOCATIONS)
- E.** SCREENED-IN PORCH - (MIN. 150 SQ. FT.)
- F.** RESIDENT COMPUTER CENTER - (MIN. 2 COMPUTERS)

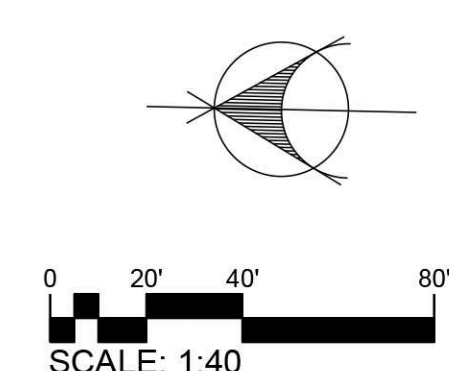
PROJECT NUMBER	2022-105
DATE ISSUED	1-9-2024
DRAWN BY	EJ
CHECKED BY	MFL

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
 100 CRESCENT CENTER PARKWAY SUITE 220 TUCKER GEORGIA 30084 404-373-2800
 FLATS AT OLD WINSTON
 HIGH POINT, NC



CSP.1

2024 PRELIMINARY DRAWING SET





City of High Point

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

Master

File Number: 2024-187

File ID: 2024-187

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2024

File Name:

Final Action:

Title: Consideration of a Resolution of Shared Alignment of Guilford County Transportation Stakeholders in the Promotion and Development of Transportation Services
City Council is requested to consider a Resolution Supporting Shared Alignment of Guilford County, The City of Greensboro, The City of High Point, and Regional Transportation Stakeholders in the Promotion and Development of Transportation Services in a More Unified Manner. (Recommended by the Prosperity, Livability, and Safety Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Guilford County Shared Transportation Resolution

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Prosperity, Livability & Safety Committee	05/09/2024	Committee Recommended Approval	City Council	05/20/2024		Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution Supporting Shared Alignment of Guilford County Transportation Stakeholders in the Promotion and Development of Transportation Services	
FROM: Damon Dequenne, Assistant City Manager	MEETING DATE: May 20, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Resolution	

PURPOSE: Adoption of a resolution supporting shared alignment of Guilford County, High Point, Greensboro, and PART in the promotion and development of transportation services in a more unified manner.

BACKGROUND: Under the American Rescue Plan Act, Guilford County began a series of assessments and engagement efforts to survey our community's transportation needs. Priorities were identified which include access to healthcare, access to education, and support for local businesses and the economy. Within the community feedback was the re-occurring theme that transportation remained an ongoing barrier to success for many.

Elected officials and staff have reviewed existing services and gaps through a series of informational sessions over the last 12 months to assess improvement opportunities and to gain consensus on a shared vision for the current and future state of our communities' transportation needs and goals. All have agreed to work together to investigate opportunities to improve efficiencies at and between jurisdictional boundaries, to examine gaps in service and barriers to access, to explore opportunities to align service offerings, and seek to find collaborative solutions.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: Staff recommends that City Council adopt the resolution of support and authorize the appropriate city staff or officials to execute all necessary documents.

**A RESOLUTION SUPPORTING SHARED ALIGNMENT OF GUILFORD COUNTY,
THE CITY OF GREENSBORO, THE CITY OF HIGH POINT, AND REGIONAL
TRANSPORTATION STAKEHOLDERS IN THE PROMOTION AND DEVELOPMENT
OF TRANSPORTATION SERVICES IN A MORE UNIFIED MANNER**

WHEREAS, under the American Rescue Plan Act Guilford County began a series of assessments and engagement efforts to survey our community’s needs. This exploration resulted in identifying top priorities which include access to healthcare, access to education, and support for local businesses and the economy. Within the community feedback was the re-occurring theme that transportation remained an ongoing barrier to success for many; and

WHEREAS, Guilford County, City of Greensboro, City of High Point, and the Piedmont Area Regional Transportation Authority (PART) officials believe that having strong interconnected transportation networks are vital to the progress and success of societal activities, economic development, the environment, and the health of our community; and

WHEREAS, when access to transportation is restricted or unavailable for marginalized community groups, their social and financial equity is put at risk—especially for families with limited incomes, the elderly and students; and

WHEREAS, leaders from Guilford County, the City of Greensboro, the City of High Point and PART along with our regional transportation stakeholders have reviewed existing services and gaps through a series of informational sessions over the last 12 months to assess improvement opportunities and to gain consensus on a shared vision for the current and future state of our communities’ transportation needs and goals; and

WHEREAS, the County’s Transportation stakeholders have found helpful synergy around seeking improvements in our existing systems through increased communication between the local governments regarding transportation development and a closer working relationship between transportation partners; and

WHEREAS, by signing on to this resolution, Guilford County, High Point, Greensboro, PART and regional transportation stakeholders share their commitment to work in a more coordinated and unified fashion on all transportation development matters impacting the county and the region; and

WHEREAS, through a commitment to a united vision, partners agree to work together to investigate opportunities to improve efficiencies at and between jurisdictional boundaries, to examine gaps in service and barriers to access, to explore opportunities to align service offerings; and seek to find collaborative solutions.

NOW, THEREFORE BE IT RESOLVED THAT, Guilford County, the City of Greensboro, the City of High Point, and regional transportation stakeholders agree to a shared vision of a unified, accessible, and affordable transportation system across the county; that, seamlessly connects people to jobs, education, and services through an integrated network of reliable, safe and multi-modal options; and

HEREBY, FURTHER RESOLVES, that this system will be built through a shared commitment across entities to equitably serve all communities, rethink policies, invest in improvements that connect people across municipal borders and explore opportunities for shared resources, collaboration to maximize efficiency and improve access and experiences for residents in and around Guilford County.

Adopted this the 20th day of May, 2024.

GUILFORD COUNTY

In Witness Whereof, I hereunto set my hand and cause the corporate seal of the County of Guilford to be affixed, this the ____ day of _____.

Guilford County Board of Commissioners

, Chairman

CITY OF GREENSBORO

In Witness Whereof, I hereunto set my hand and cause the corporate seal of the City of Greensboro to be affixed, this the ____ day of _____.

, Mayor

Greensboro City Council

CITY OF HIGH POINT

In Witness Whereof, I hereunto set my hand and cause the corporate seal of the City of High Point to be affixed, this the ____ day of _____.

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

High Point City Council

**PIEDMONT AREA REGIONAL
TRANSPORTATION AUTHORITY**

In Witness Whereof, I hereunto set my hand and cause the corporate seal of PART Authority to be affixed, this the ____ day of _____.



City of High Point

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

Master

File Number: 2024-155

File ID: 2024-155

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 04/26/2024

File Name:

Final Action:

Title: Public Hearing Date - 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding
City Council is requested conduct a public hearing to receive public comments on funding, adopt a Resolution ratifying an Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2023 Byrne Justice Assistance Grant (JAG) and authorize the appropriate City Official(s) to execute all necessary documents. (Presented at the Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Public Hearing - for 2023 JAG

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	05/02/2024	Committee Recommended Approval	City Council	05/06/2024		
1	City Council	05/06/2024	approved				

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing and Resolution - 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Interlocal & Sub-recipient Agreements	
FROM: C. H. Cheeks, III, Interim Chief of Police	MEETING DATE: May 6, 2024
PUBLIC HEARING:	ADVERTISED DATE/BY: High Point Enterprise 05/04/2024, 05/07/2024, & 05/14/2024
ATTACHMENTS: Resolution Interlocal & Sub-recipient Agreement	

PURPOSE: To conduct a public hearing to receive public comments on the funding and the adoption of a Resolution ratifying an Interlocal and Sub-recipient Agreements with Greensboro and Guilford County to accept the 2023 Byrne Justice Assistance Grant (JAG).

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The 2024 Allocation for High Point, Greensboro, and Guilford County totals \$318,541. The HPPD will use our allotment to pay a portion of the annual Municipal Lease agreement with Motorola Solutions for WatchGuard 4RE/VISTA In-car camera / body-worn camera systems to be utilized by first responders, for \$1,380,436.

A Memorandum of Understanding (MOU) or Interlocal Agreement is required for the application process, which identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the “Authorized Representative” for each participating jurisdiction.

A Sub-recipient Agreement is being executed to provide the City of Greensboro with a mechanism to reimburse the City of High Point for allowable grant expenditures. This document also outlines monitoring practices and audit requirements.

BUDGET IMPACT: No match is required. The City of High Point, as a sub-recipient, will receive an allotment of \$52,992.

The City of High Point entered into the lease agreement on 6-26-2020 with the first least payment not coming due until the fiscal year 2021-22 and will be paid on an annual basis through 7-1-2024. The purchase is being made off the NC State Contract 680D. The Police Department pledged Justice Assistance Grant (JAG) Awards toward the annual lease payment. Payments are as follows:

- Year 1 – No payment required
- Year 2 - \$345,109.00
- Year 3 - \$345,109.00
- Year 4 - \$345,109.00
- Year 5 - \$345,109.00

CITY OF HIGH POINT

AGENDA ITEM



RECOMMENDATION/ACTION REQUESTED: The Police Department is recommending that City Council conduct a public hearing to receive public comments on the High Point Police Department's use of funding and authorize the adoption of a Resolution authorizing the execution of an Interlocal and Sub-recipient Agreements between the City of Greensboro, City of High Point, and County of Guilford for shared use of the 2023 Edward Byrne Memorial Justice Assistance Grant Funds.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC;
HIGH POINT, NC; AND COUNTY OF GUILFOD, NC FOR SHARED USE OF
2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT (JAG) FUNDS**

BE IT RESOLVED, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the shared use of FY 2023 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of \$318,541 as required by N.C.G.S. 160A Article 20, subject to pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original Agreement is incorporated herein by reference.

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

SUB-RECIPIENT AGREEMENT

Grant Year 2023; Award Date - September 22, 2023; Effective Date – October 1, 2022

BETWEEN THE CITY OF GREENSBORO
A NORTH CAROLINA MUNICIPAL CORPORATION
AND
THE CITY OF HIGH POINT, NORTH CAROLINA
A NORTH CAROLINA MUNICIPAL CORPORATION

FOR THE DISBURSEMENT OF JUSTICE ASSISTANCE GRANT PROGRAMS FUNDS

THIS SUB-RECIPIENT AGREEMENT (“Agreement”) is entered into by and between the City of Greensboro, a North Carolina municipal corporation (“Recipient” or “City”), and the City of High Point, a North Carolina municipal corporation (“Sub-recipient”). Recipient and Sub-recipient are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, Edward Byrne Memorial JAG Program awards are authorized by the 42 U.S.C. § 3751(a); and

WHEREAS, The CFDA number for the Edward Byrne Memorial JAG Program (State and Local) is 16.738; and

WHEREAS, the U.S. Department of Justice (“USDOJ”) has approved Recipient’s application for funding under the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of **\$318,541** (“JAG Funds”) to be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies contractual support, information systems for criminal justice and criminal justice-related research and evaluation activities, attached hereto as Exhibit “A”; and

WHEREAS, City entered into an Inter-local Agreement on November 21, 2023 which is retroactive to the beginning on the project period October 1, 2022 with Sub-recipient, et al., to reallocate the JAG Funds; and

WHEREAS, there are legal and administrative requirements that govern the Recipient and Sub-recipient for acceptance and use of federal JAG funds; and

WHEREAS, the Recipient and Sub-recipient desire to memorialize the terms and conditions of the disbursement of the JAG Funds in this Agreement;

NOW THEREFORE, the Parties do hereby agree as follows:

Section 1. GRANT FUNDS

Subject to the terms and conditions of this Agreement, Recipient agrees to make available and to disburse Grants Funds to Sub-recipient in the amount of **\$52,992** to be used to pay for equipment as outlined in the grant application budget.

Section 2. DISBURSEMENT

The Sub-recipient shall have the right to disbursement from the Grant Funds on a quarterly basis after Recipient receives such funds from the USDOJ, and in any amount(s) approved by Recipient, such total amount(s) not to exceed **\$52,992** in Grant Funds, provided Sub-recipient meets all the terms and conditions set forth in this Agreement.

Payments made by the Recipient to the Sub-recipient under this agreement will be issued upon receipt of an original invoice from Sub-recipient setting forth the amount due and payable pursuant to Item 4 of this agreement via a claim of reimbursement. Invoices will be reviewed by the Greensboro Police Department's Fiscal Management Office and City Financial Analyst for allowable and reasonable expenses as outlined in the approved grant budget. Upon approving an invoice, a check request will be submitted to the Finance Department and a check will be issued within 7 to 10 business days by the Recipient. All services must be performed to the satisfaction of the Recipient prior to any reimbursement being submitted for processing by the City's Finance Department and payment being made.

Section 3. TERM

This agreement and the terms and conditions contained herein shall remain in full force and effect from October 1, 2022 until September 30, 2026, the end of the Project Period as set forth in the Grant Award.

Section 4. DOCUMENTS REQUIRED PRIOR TO DISBURSEMENT JAG FUNDS

Sub-recipient agrees that prior to the initial disbursement of funds to Sub-recipient; it shall deliver to Recipient the following documents:

- (a) Copies of expenditure invoices
- (b) Proof of Payment
- (c) Explanation of specific outcome and benefits derived from use of the JAG funds.

Section 5. ASSURANCES

Sub-recipient assures that it will comply with all legal and administrative requirements that govern the acceptance and use of federal grant fund by Recipient as set forth in Exhibit A attached hereto and made a part of this Agreement as if fully set forth herein.

Sub-recipient further agrees that it will comply with all applicable Federal civil rights laws, including requirement pertaining to developing and/or submitting an Equal Employment Opportunity Plan, reporting Findings of Discrimination, and providing language services any time upon request.

Sub-recipient agrees to provide the Recipient with a copy of the Equal Employment Opportunity Plan on file in accordance with 28 CFR 42.301 (d). A copy will be retained in the Greensboro Police Department's Fiscal Management Office and produced at the request of the Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA).

Section 6. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

It is the policy of City that City and its Sub-recipients, its employees, agents, Sub-recipients and others engaged by Sub-recipient that City opposes discrimination on the basis of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, Sub-recipient agrees that neither Sub-recipient nor its employees, agents, Sub-recipients or others engaged by Sub-recipient shall discriminate against any person, whether employed by Sub-recipient or otherwise, for any basis stated herein. Sub-recipient further agrees to take affirmative action to insure that its employees, agents, Sub-recipients and others engaged by Sub-recipient, or applicants thereto shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, Sub-recipients or others to be engaged by Sub-recipient or placed by or on behalf of Sub-recipient, Sub-recipient shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.

Section 7. CHOICE OF LAW AND FORUM

This contract shall be deemed made in Guilford County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

Section 8. ASSIGNMENT, SUCCESSORS AND ASSIGNS

Without the City's written consent, the Sub-recipient shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the City otherwise agrees in writing, the Sub-recipient and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Sub-recipient's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Sub-recipient the right to assign, it is agreed that the duties of the Sub-recipient that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

Section 9. RECORDS AND REPORTS

Sub-recipient shall maintain records and other documentation accounting for the use of the JAG Funds as required by the Department of Justice and as outlined by the office of Management and Budget for the Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation Funds. Such records may be reviewed by the Recipient at any time upon request.

Section 10. COMPLIANCE WITH LAW

In performing all of the Work, the Sub-recipient shall comply with all laws and regulations which may apply to the performance of Sub-recipient's duties in the Agreement.

Sub-recipient shall use JAG Funds solely for activities authorized by and in accordance with all Federal laws and regulations as set forth in the Program Solicitation, attached hereto as Exhibit "B".

Section 11. COMPLIANCE WITH CITY POLICY

In performing all of the Work, the Sub-recipient shall comply with the Greensboro Police Department's Policy for Monitoring Sub-recipient Agencies Receiving Grant Funds, attached hereto as Exhibit "C".

Section 12. SUSPENSION AND TERMINATION

City, in its sole discretion, may terminate the Agreement in whole or in part if City determines that said termination is in its best interest. Termination or suspension of this agreement may occur if Sub-recipient materially fails to comply with any terms of this Agreement or the conditions set forth herein. Any such termination shall be effected by the delivery to Sub-recipient of a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination by City under this Section, all obligations of either party which remain executor are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. Sub-recipient shall promptly deliver to City all goods, items and documents for which City has paid under this Agreement which have not been delivered at termination as if this Agreement had not been terminated. City shall pay in full for all goods, services completed and expenses incurred by Sub-recipient up to and until the time of termination.

Section 13. EVENTS OF DEFAULT

Any of the following shall constitute an "Event of Default" hereunder:

The failure of Sub-recipient to perform any of the terms and conditions of this Agreement or any other document required under this Agreement;

The failure of Sub-recipient to furnish from time to time, at Recipient's request, financial information or other records required by Recipient; or

The failure of Sub-recipient to use by September 30, 2026 the JAG funds for approved uses in implementing the approved project.

Section 14. INDEMNIFICATION

The Recipient and Sub-Recipient agree that each party shall not be legally nor financially responsible for any claims, losses, damages, liabilities, costs, expenses, or obligations that arise or result from the actions of the other party in performance of the services of this agreement. To the extent allowed by law, the Recipient and Sub-Recipient shall only be legally or financially responsible for claims, damages, losses, liabilities, costs, obligations, and expenses incurred or resulting from their own respective actions or those actions of their own respective employees, or its agents in the performance of this agreement.

Section 15. NO THIRD PARTY RIGHT CREATED

This Agreement is intended for the benefit of City and Sub-recipient and not any other person.

Section 16. MODIFICATION

Further modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law.

THE UNDERSIGNED, as authorized representative on behalf of the Recipient or the Sub-recipient, have executed this Agreement, which shall be effective as of the date first written above.

Department Head Recommendation Authorization
John Thompson, Chief of Police

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

Deputy Finance Officer

APPROVED AS TO FORM:

City Attorney

CITY OF GREENSBORO
AUTHORIZATION

ATTEST:

BY _____
Assistant City Manager

City Clerk

ATTEST:

CITY OF HIGH POINT

City Clerk

City Manager

APPROVED AS TO FORM:

City Attorney

Exhibit “A”

September 22, 2023

Dear Christian Wilson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF GREENSBORO for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$318,541.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Exhibit "B"
Federal Laws and Regulations

Federal Authorization

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Administrative Requirements, Cost Principles & Audit Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2023 award from OJP.

Financial Oversight

The recipient agrees to comply with the DOJ Grants Financial Guide, including any updated version that may be posted during the period of performance. (<https://ojp.gov/financialguide/DOJ/index.htm>)

OJP expects that all (or virtually all) awards made in FY 2023 will include all of the award conditions set out below.

Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations. (<https://www.ojp.gov/funding/explore/legaloverview2023/mandatorytermsconditions#1>)

- Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements
- Applicability of Part 200 Uniform Requirements
- Compliance with DOJ Grants Financial Guide
- Reclassification of various statutory provisions to a new Title 34 of the United States Code
- Required training for Grant Award Administrator and Financial Manager
- Requirements related to "de minimis" indirect cost rate
- Requirement to report potentially duplicative funding
- Requirements related to System for Award Management and Universal Identifier Requirements
- Employment eligibility verification for hiring under the award
- Requirement to report actual or imminent breach of personally identifiable information (PII)
- All sub-awards ("sub-grants") must have specific federal authorization
- Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000
- Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- Determination of suitability to interact with participating minors
- Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
- Requirement for data on performance and effectiveness under the award
- OJP Training Guiding Principles
- Effect of failure to address audit issues
- Potential imposition of additional requirements
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
- Restrictions on "lobbying"

- Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)
- Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards
- Reporting potential fraud, waste, and abuse, and similar misconduct
- Restrictions and certifications regarding non-disclosure agreements and related matters
- Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- Encouragement of policies to ban text messaging while driving
- Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

Exhibit "C"

**GREENSBORO POLICE DEPARTMENT POLICY FOR MONITORING
SUB-RECIPIENT AGENCIES RECEIVING GRANT FUNDS**

- **Oversight** - The City of Greensboro will maintain regular communication with sub-recipients and make appropriate inquiries concerning program activities.

The City of Greensboro will review quarterly financial and performance reports, along with required supporting documentation, submitted by the sub-recipient. This information must be submitted by sub-recipients to the City of Greensboro by the 15th of the following month, post the end of a quarter (i.e. October- December). The performance report should include milestones achieved or to be achieved, any significant problems, issues or concerns, timely accomplishments and delays, and actual cost incurred compared to budget line items with variances explained. Additional back-up documentation may be requested to support program and financial reports.

The City of Greensboro may complete periodic onsite monitoring of sub-recipients in accordance with grantor requirements and related regulations to examine financial and programmatic records and observe operations. Sub-recipients will be monitored as required by the grant or at least annually; or more frequently if circumstances or program guidance warrants. These visits will be scheduled in advance; a list of testing items will be provided.

A written report will be completed for all formal site visits. Non-compliance and/or recommendations will be documented and the sub-recipient must resolve and correct findings timely and effectively.

- **Program monitoring-** Program monitoring will include, but not be limited to, discussion concerning the program operation, any problems or concerns associated with the program, and verification of information reported on the program monthly/quarterly reports/close out reports. Programs providing direct client services are subject to client file review, and should maintain appropriate releases of information to allow. Sample listing of information that may be reviewed programmatically:

1. Inventory control listing for equipment
2. Tags/labels on equipment
3. Local procurement/purchasing policy
4. Internal controls
5. Program reporting
6. Travel policy
7. Personnel policy

- **Financial monitoring-** Financial monitoring will include, but not be limited to, comparison of recipient/sub-recipient financial reports with general ledgers to determine that claimed expenses have been charged to the proper accounts and that proper documentation exists to support claims for personnel, travel, etc., and that equipment, if purchased, has been inventoried and is being used for the stated purpose. Additionally, the agency's overall financial internal controls and policies and procedures may be reviewed and recommendations made if appropriate or necessary. Sample listing of information that may be reviewed financially:

1. Purchase order/requisition
2. Invoices/receipts from vendor
3. Bid/quote records
4. Sole source letters, where applicable

5. Cash management
6. Financial reporting

- ❑ **Timely response to written requests from City staff** - All written requests from City staff shall be responded to by the Contractor in writing within two (2) weeks of receipt. Responses shall be complete, or for items that have extenuating circumstances, such as requiring board meetings or approval, the agency will provide the City, within the two week period, an outline of the process and timeline needed to provide the complete information requested. Under extenuating circumstances, full responses shall be submitted within 45 days from date of request or a date agreed to by Greensboro Police Department Fiscal Management staff.
- ❑ **Record-Keeping Guidelines** - Record-keeping as prescribed by contracts will be strictly followed, and records will be kept in retrievable, reviewable, safe, and auditable condition for at least three (3) years from the date of final closeout notification. If any litigation, claim, negotiation, audit or other action involving these records is initiated during the 3-year period, the records should be kept until completion of such action. These records should be easily located and should be properly protected against fire or other damage.
- ❑ **Commingling of Funds Prohibited** - Contracts with recipients of City funds require that City of Greensboro funds provided to the entity for services or activities to be performed be maintained in a bank account or general ledger account that is clearly separate and distinguishable from other fund accounts or a separate bank account at the discretion of the organization. The City reserves the right to inspect fund accounts at any time to ensure compliance. Funding will be suspended to any organization found to be in non-compliance. Appropriate legal action will be taken as necessary.
- ❑ **City's Right to Visit Fund Recipients and Monitor for Compliance** - The City will enforce Zero Tolerance regarding fund recipients who refuse to comply with monitoring and auditing visit requests. The following actions will be taken:
 1. Funding will be immediately suspended if the agency refuses the visit or access to financial/program records.
 2. Legal remedies will be sought as appropriate
- ❑ **Audit Requirements** – Sub-recipients must obtain and submit a copy of the required audit to the City of Greensboro within 30 days of issuance and approval of the report, or as provided in the grant agreement. The sub-recipient must directly notify the City of Greensboro of any audit findings related to the sub-award.

The City of Greensboro may use the information in the Federal Audit Clearinghouse Database as evidence to verify that the required audit was performed and that the sub-recipient had no audit findings. In cases of continued inability or unwillingness of a sub-recipient to have the required audits conducted, the City of Greensboro shall take appropriate action by using sanctions as prescribed in OMB Circular A-133.

All grant expenditures must be reported in the Comprehensive Annual Financial Report's (CAFR) Schedule of Expenditures of Federal and State Awards or sub-recipient's year-end financial report if a CAFR is not required for the agency

- ❑ **Swift Resolution of Contract or Audit Compliance Issues** - Upon a finding of non-compliance with contract terms or with audit requirements, appropriate City of Greensboro and/or Greensboro Police Department Fiscal Management staff will issue a certified letter, return receipt requested, to the Authorizing Official of the non-compliant fund recipient. The letter will clearly document the issues of non-compliance. The fund recipient will have thirty (30) days from receipt of the certified letter to present to the appropriate City official evidence of resolution of all documented compliance issues unless other official documents specify an alternate remedy. Within thirty (30) days of the receipt of the fund recipient's response, the City

Official will notify the respondent as to whether the issues have been resolved to the City's satisfaction. All City of Greensboro funding will be suspended until compliance issues are resolved to the satisfaction of the City of Greensboro.

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

**BETWEEN THE CITIES OF GREENSBORO, NC; HIGH POINT, NC; AND
THE COUNTY OF GUILFORD, NC**

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

Grant Year 2023; Award Date - September 22, 2023; Effective Date – October 1, 2022

THIS AGREEMENT is hereby effective the 1st day of October, 2022 by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS; the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, CFDA #16.738, is the primary provider of federal criminal justice funding to States and units of local government;

WHEREAS; the JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

WHEREAS; in general, JAG funds awarded to a unit of local government under this FY 2023 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

WHEREAS; awards of at least \$25,000 or more are four years in length with an award period of October 1, 2022 through September 30, 2026;

WHEREAS; each governing body, award recipients and sub-recipients (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303;

WHEREAS; each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

WHEREAS; each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement;

WHEREAS; under this award, as defined by the legislation, a disparity exists between the funding eligibility of the county and its associated municipalities. In this instance, the COUNTY and the CITY OF GREENSBORO and the CITY OF HIGH POINT are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds four hundred percent of the county's award amount. Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used;

WHEREAS; the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the 2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

NOW THEREFORE, the total award of **\$318,541** will be reallocated by the CITY OF GREENSBORO and the CITY OF HIGH POINT providing 20% of their allotment to the COUNTY. The distribution of funds will occur as follows:

Section 1.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT a total of **\$52,992** in JAG funds. (Original award \$66,240 less 20% disparity amount of \$13,248 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **\$79,326** in JAG funds. This is calculated as the original award of \$19,523 plus 20% disparity totaling \$59,803 from other two agencies (\$46,555 from the CITY OF GREENSBORO and \$13,248 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **\$186,223** in JAG funds. (Original award \$232,778 less 20% disparity amount of \$46,555 given to GUILFORD COUNTY).

Section 4.

JAG Withholding for NIBRS 3 Percent set-aside - Beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to sub-awards. However, all three jurisdictions are now NIBRS compliant and no set-aside is required unless otherwise stated by the granting agency.

Section 5.

Each party agrees to use the allocated JAG funds for purposes consistent with the grant program until they are expended.

Section 6.

The parties to this Agreement will seek reimbursement on a quarterly basis from the Bureau of Justice Assistance (BJA) via the CITY OF GREENSBORO serving as the lead administrator/fiscal agent.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

This Agreement may only be terminated as to any party, by that party's un-incorporation or written notice to each of the other parties sixty (60) days prior to the requested termination.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11.

The terms of this Agreement may only be amended with a written Contract Amendment executed by the Parties.

Section 12.

This Agreement is subject to the jurisdiction and laws of the State of North Carolina.

Section 13.

This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the parties. All prior conversation or writings between the parties hereto or their representatives are merged within and extinguished.

IN WITNESS WHEREOF, the parties have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

CITY OF HIGH POINT, NC.

APPROVED AS TO CONTENT:

Chief of Police

Finance Director

City Attorney

City Manager

ATTEST:

City Clerk

CITY OF GREENSBORO, NC.

APPROVED AS TO CONTENT:

Chief of Police

Deputy Finance Director

City Attorney

City Manager

ATTEST:

City Clerk

GUILFORD COUNTY, NC.

APPROVED AS TO CONTENT:

Sheriff's Office Representative

County Manager

ATTEST:

County Clerk

Legal Notice/Notice of Public Hearing

Notice is hereby given in compliance with the U.S. Department of Justice (D.O.J.) Bureau of Justice Assistance (BJA) for funding authorized through the 2023 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Local Solicitation: a public hearing will be held before the High Point City Council, considering the High Point Police Department's award of \$52,992. The J.A.G. Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 -10158); see also 28 U.S.C. 530C(a). A four-step statutory formula determines award allocations.

The High Point Police Department proposes using the 2023 J.A.G. funding of \$52,992 to pay a portion of the annual Municipal Lease agreement with Motorola Solutions for WatchGuard 4RE/VISTA In-car camera / body-worn camera systems to be utilized by first responders for \$1,380,436.

Funding will be presented to the High Point City Council in the form of a public hearing to receive public comments on Monday, May 06, 2024, at 5:30 p.m. in the 3rd Floor Council Chambers at 211 S. Hamilton Street High Point, NC 27262. Anyone who wants to comment on this matter can do so once the public hearing is open.

Justice Assistance Grant

The Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Program is the primary provider of federal criminal justice funding to states and units of local government. J.A.G. funds may be used for state and local initiatives to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The J.A.G. program allows local agencies to prioritize and place justice funds where needed most. Awards are made in the first fiscal year of the appropriation and may be expended during the following three years. <https://bja.ojp.gov/program/jag/overview>



City of High Point

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

Master

File Number: 2024-191

File ID: 2024-191

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/10/2024

File Name:

Final Action:

Title: Public Hearing - Proposed FY 2024-25 City of High Point Annual Budget
Monday, May 20, 2024, at 5:30pm is the date and time established to receive public comments on the proposed FY2024-2025 City of High Point Annual Budget.

Notes:

Sponsors:

Enactment Date:

Attachments: Public Hearing - FY 2024-25 Proposed Budget - City of High Point

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing - FY 2024-25 Proposed Budget – City of High Point	
FROM: Stephen Hawryluk, Budget and Performance Director	MEETING DATE: May 20, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: May 7, 2024 High Point Enterprise
ATTACHMENTS: Legal Advertisement	

PURPOSE: To receive public comment on the proposed City of High Point FY 2024-25 Annual Budget.

BACKGROUND: Each year, prior to the adoption of the Annual Budget for the City of High Point, the High Point City Council establishes a public hearing date and time to receive comments from the public. These comments are taken into consideration by the Council prior to approval of the budget.

The public hearing date is Monday, May 20, 2024.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: None



Cell (336) 442-2071
Office (336) 431-5441
karenallred@aol.com
www.allredrealty.com

No One Brings You Closer to Home
4704 Archdale Rd
Trinity, NC 27370

Karen Allred



Marti Baity
Real Estate Broker



Cell: (336) 240-3996
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0900 LEGALS

NORTH CAROLINA GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION 20 JT 736

IN THE MATTER OF: B.M.G. A female juvenile born February 10, 2019 in Wake County, North Carolina.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

TO: The UNKNOWN putative father of the juvenile, Respondent Father

TAKE NOTICE that a Petition seeking to terminate the parental rights of the UNKNOWN FATHER of the above juvenile

0900 LEGALS

B.M.G. was filed on April 16, 2024 with the Clerk of Superior Court, District Court - Juvenile Division, Greensboro, Guilford Co., NC. The mother's name is Brianna Logan Gray.

You must answer this Petition within 30 days of April 30, 2024, exclusive of that date. Upon your failure to answer the Petition within time prescribed, your parental rights to the juvenile(s) shall be terminated. You are entitled to attend any hearing affecting your rights. You are entitled to appointed counsel if you cannot afford to hire one; however, you must call the Juvenile Clerk at (336) 412-7555 immediately to request a court appointed attorney. The next hearing is scheduled to be heard on June 4, 2024, or as soon thereafter as the matter can be heard.

This the 30th day of April, 2024.

Jason F. Hicks,
Assistant County Attorney
P.O. Box 3427,
Greensboro, NC 27402

Apr. 30, May 7, 14, 2024

0900 LEGALS

NORTH CAROLINA GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION 23 JT 536

IN THE MATTER OF: S.B.P. A female juvenile, born August 3, 2023 in Greensboro, Guilford County, North Carolina.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

TO: The UNKNOWN putative father of the juvenile, Respondent Father

TAKE NOTICE that a Petition seeking to terminate the parental rights of the UNKNOWN FATHER of the above juvenile S.B.P., was filed on April 15, 2024, with the Clerk of Superior Court, District Court - Juvenile Division, Greensboro, Guilford Co., NC. The mother's name is Teresa Ann Stacey.

You must answer this Petition within 30 days of April 30, 2024, exclusive of that date. Upon your failure to answer the Petition within time prescribed, your parental rights to the juvenile(s) shall be terminated. You are entitled to attend any hearing affecting your rights. You are entitled to appointed counsel if you cannot afford to hire one; however, you must call the Juvenile Clerk at (336) 412-7555 immediately to request a court appointed attorney. The next hearing is scheduled to be heard on May 21, 2024, or as soon thereafter as the matter can be heard.

This the 30th day of April, 2024.

Heather D. McCorkle,
Deputy County Attorney
P.O. Box 3427,
Greensboro, NC 27402

Apr. 30, May 7, 14, 2024

NORTH CAROLINA GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION 18 JT 09

IN THE MATTER OF: T.S.A. A male juvenile born July 8,

0900 LEGALS

Co., NC. The mother's name is Alandria Shamira Andrews.

You must answer this Petition within 30 days of April 30, 2024, exclusive of that date. Upon your failure to answer the Petition within time prescribed, your parental rights to the juvenile(s) shall be terminated. You are entitled to attend any hearing affecting your rights. You are entitled to appointed counsel if you cannot afford to hire one; however, you must call the Juvenile Clerk at (336) 412-7555 immediately to request a court appointed attorney. The next hearing is scheduled to be heard on May 21, 2024, or as soon thereafter as the matter can be heard.

This the 30th day of April, 2024.

Shawnee N. Orange,
Assistant County Attorney
P.O. Box 4327,
Greensboro, NC 27402

Apr. 30, May 7, 14, 2024

STATE OF NORTH CAROLINA COUNTY OF GUILFORD

NOTICE TO CREDITORS

Having qualified as Co-Executors of the Estate of Annie Haley Boyles, late of Guilford County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at the address below on or before July 31, 2024, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

This the 30th day of April, 2024.

Linda Boyles Griffis
Richard George Boyles, Jr.
Co-Executors of the Estate of Annie Haley Boyles

Elizabeth M. Koonce
Roberson Haworth & Reese, P.L.L.C.
Attorneys and
Counselors at Law
Suite 300
Pinnacle Bank Building
Post Office Box 1550
High Point, NC 27261

0900 LEGALS

the address below on or before August 8, 2024, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

This the 7th day of May, 2024.

Glenn W. Cade
Executor of the Estate of
Cathy C. Broughman
a/k/a Cathy Cade Broughman

Elizabeth M. Koonce
Roberson Haworth & Reese, P.L.L.C.
Attorneys and
Counselors at Law
Suite 300
Pinnacle Bank Building
Post Office Box 1550
High Point, NC 27261

May 7, 14, 21, 28, 2024

PUBLIC NOTICE

CITY OF HIGH POINT

BUDGET HEARING

The public will take notice that the Proposed Budget for the City of High Point for the Fiscal Year 2024-2025 has been filed with the City Council of the City of High Point. The Proposed Budget is available for public inspection in the office of the City Clerk, 211 S. Hamilton Street, High Point, North Carolina, and the High Point Public Library, 901 N. Main Street, High Point, North Carolina. A copy of the Proposed Budget is also available on the City's website: WWW.HIGHPOINTNC.GOV

One public hearing on the Proposed Budget will be held. The public hearing will be held on Monday, May 20, 2024, at 5:30 P.M. The hearing will be held in the City Council Chambers of the Municipal Building, 211 S. Hamilton Street, High Point, North Carolina.

Oral and written comments will be received from any interested citizen at the hearing. Citizens can speak for or against the proposed budget at the meeting.

Stephen Hawryluk
Budget and Performance
Director

0900 LEGALS

10158); see also 28 U.S.C. 530C(a). A four-step statutory formula determines award allocations.

The High Point Police Department proposes using the 2023 J.A.G. funding of \$52,992 to pay a portion of the annual Municipal Lease agreement with Motorola Solutions for WatchGuard 4RE/VISTA In-car camera / body-worn camera systems to be utilized by first responders for \$1,380,436.

Funding will be presented to the High Point City Council in the form of a public hearing to receive public comments on Monday, May 06, 2024, at 5:30 p.m. in the 3rd Floor Council Chambers at 211 S. Hamilton Street High Point, NC 27262. Anyone who wants to comment on this matter can do so once the public hearing is open.

Justice Assistance Grant

The Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Program is the primary provider of federal criminal justice funding to states and units of local government. J.A.G. funds may be used for state and local initiatives to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The J.A.G. program allows local agencies to prioritize and place justice funds where needed most. Awards are made in the first fiscal year of the appropriation and may be expended during the following three years.
https://bja.ojp.gov/program/jag/overview

May 4, 7, 14, 2024

STATE OF NORTH CAROLINA COUNTY OF GUILFORD

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Charles B. Williford a/k/a Charles Buchanan Williford, late of Guilford County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to ex-

3 BEDROOM

828 Cummins.....	\$925
900 Winslow.....	\$1095
612 Clover.....	\$1095
1222 Carolina.....	\$1295
1700-F N. Hamilton.....	\$1295
801 Miriam.....	\$1295
2459 Saint Stephens.....	\$1350
1508 Chatham.....	\$1350
4865 Surrent.....	\$1500
101 Jackson.....	\$1695

2 BEDROOM

1304 Foust.....	\$850
1705-A Brockett.....	\$495
224-E North Point.....	\$1195
5722 L Brombleton.....	\$1250

3733-J Bramblegate \$1300

COMMERCIAL SPACES

1711 Brentwood St.
Suite 103.....\$800
STORAGE UNITS AVAILABLE
CONRAD, REALTORS

512 N. Hamilton St.
336-885-4111



2009 in Chapel Hill, Orange County, North Carolina.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

TO: The UNKNOWN putative father of the juvenile, Respondent Father

TAKE NOTICE that a Petition seeking to terminate the parental rights of the UNKNOWN FATHER of the above juvenile T.S.A. was filed on April 16, 2024 with the Clerk of Superior Court, District Court - Juvenile Division, Greensboro, Guilford

Apr. 30, May 7, 14, 21, 2024

STATE OF NORTH CAROLINA COUNTY OF GUILFORD

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Cathy C. Broughman a/k/a Cathy Cade Broughman, late of Guilford County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at

City of High Point
PO Box 230
High Point, NC 27261

May 7, 2024

Legal Notice/Notice of Public Hearing

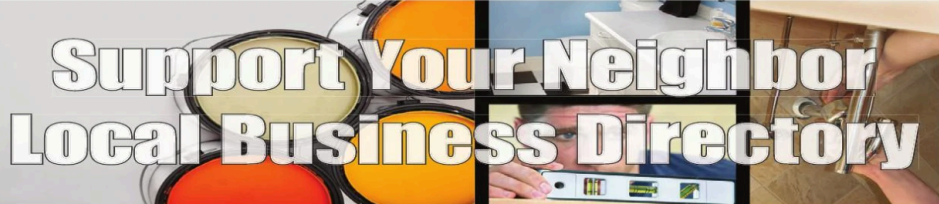
Notice is hereby given in compliance with the U.S. Department of Justice (D.O.J.) Bureau of Justice Assistance (BJA) for funding authorized through the 2023 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Local Solicitation: a public hearing will be held before the High Point City Council, considering the High Point Police Department's award of \$52,992. The J.A.G. Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 -

hibit them to the undersigned at the address below on or before July 31, 2024, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

This the 30th day of April, 2024.

Nancy Miller Williford
Executor of the Estate of Charles B. Williford a/k/a Charles Buchanan Williford
Elizabeth M. Koonce
Roberson Haworth & Reese, P.L.L.C.
Attorneys and Counsellors at Law
Suite 300
Pinnacle Bank Building
Post Office Box 1550
High Point, NC 27261

Apr. 30, May 7, 14, 21, 2024



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Highfill-It Dumpster Services LLC

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336-588-8297

Check us out on Facebook

1000 HOME SERVICE DIRECTORY

STANDARD CONTRACTORS GROUP

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- Cellular phone screen cracked?
- Case damaged?
- Need help with audio visual issues?
- Did your computer or printer suddenly stop working?
- Need help setting up your router?

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City of High Point

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

Master

File Number: 2024-184

File ID: 2024-184

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2024

File Name:

Final Action:

Title: Consideration of a Contract with Utility Services Company Inc.
City Council is requested to consider at contract with Utility Services Inc. in the amount of \$313,200 for the rehabilitation of the I-74 elevated storage tank at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Utility Service Company, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: I-74 Ward Water Tank Painting Project- Utility Services Company Inc.	
FROM: Robby Stone, Public Services Director Derrick Boone, Asst. Public Services Director	MEETING DATE: May 20, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: March 1, 2024
ATTACHMENTS: Letter of Recommendation Certified Bid Tabulation	

PURPOSE: To contract with Utility Services Company Inc. for the rehabilitation of the I-74 elevated storage tank at the Ward Water Treatment Plant (WTP).

BACKGROUND: The I-74 elevated tank is located at the Ward WTP. The tank was inspected by S&ME in January 2023 and was recommended for a paint overcoating. The scope of the rehabilitation will consist of overcoating the tank, including surface preparation and coating application to the tank exterior, and performing any unscheduled repairs listed in the contract. The project will include the painting of the new City logo on the tank.

There were seven (7) contractors who submitted bids and Utility Services Company Inc. was the lowest responsive and responsible bidder.

BUDGET IMPACT: Funds for this project are available in the 2023-2024 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 Utility Services Company Inc in the amount of \$313,200.



Aerial View of the Ward Water Treatment Plant



April 26, 2024

City of High Point
121 North Pendleton Street
High Point, North Carolina 27260

Attention: Mr. Derrick Boone

Reference: **Water Tank Coating Rehabilitation Bid Recommendation
I-74 Tank**
High Point, North Carolina
S&ME Project No. 23580071

Dear Mr. Boone:

The water tank coating rehabilitation contractor bids shown below were opened and read aloud by S&ME at 3:00 p.m. on April 10, 2024 at the City of High Point Purchasing office located at 816 E. Green Street in High Point, North Carolina. The following seven contractor bids were received for the I-74 water tank coating rehabilitation:

<u>Contractor</u>	<u>Bid</u>
Utility Service Company, Inc.	\$300,200.00
Classic Protective Coating	\$343,750.00
Viking Industrial Painting, LLC	\$381,800.00
D&M Painting Corporation	\$408,300.00
Professional Concrete Flooring Solutions	\$404,377.55
Maguire Iron, Inc.	\$463,500.00
Harper General Contractors	\$761,115.00

Utility Services Company, Inc. (USC) was the apparent low bidder. S&ME has worked with USC on many tank coating rehabilitation projects over multiple years and have no knowledge of unresolved quality issues relative to their work. S&ME's professional opinion is it would be in good interest for the City of High Point to accept USC's bid.

If you have questions or wish to discuss, please contact us.

Sincerely,
S&ME, Inc.

Tim Greene
Coatings Project Manager
AMPP Certified Senior Coating Inspector #3492

Kasey McWhorter, PE
Vice President/Office Principal

Attachment: City of High Point Bid Tabulation

**Bid Tabulation
City of High Point, North Carolina
I-74 Ward Water Tank Painting
Bid 1111-041024**

Contractor	Bid Bond	MWBE	Addendum 1	Bid Alternate	Total Bid
Utility Service Co. Inc	Yes	Yes	Yes	\$13,000	\$300,200.00
Classic Protective Coating	Yes	Yes	Yes	36400	\$343,750.00
Viking Industrial Painting LLC	Yes	Yes	Yes	15000	\$381,800.00
D & M Painting Corp	Yes	Yes	Yes	14400	\$408,300.00
Professional Concrete Flooring Solutions	Yes	Yes	Yes	10,000	\$440,377.55
Maguire Iron Inc	Yes	Yes	Yes	\$30,000.00	\$463,500.00
Harper General Contractors	Yes	Yes	Yes	50840	\$761,115.00



City of High Point

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

Master

File Number: 2024-189

File ID: 2024-189

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/09/2024

File Name:

Final Action:

Title: Consideration of a Contract with Utility Services Company Inc.
City Council is requested to consider a contract with Utility Service Company Inc. in the amount of \$222,808, for the coating rehabilitation of the 10 MG (million gallon) concrete water tank at the Ward Water Treatment Plant and authorize the appropriate city officials to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Utility Services Company, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: 10 MG Ward Water Tank Painting Project- Utility Services Company, Inc.	
FROM: Robby Stone, Public Services Director Derrick Boone, Asst. Public Services Director	MEETING DATE: May 20, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: March 1, 2024
ATTACHMENTS: Letter of recommendation Certified Bid Tabulation	

PURPOSE: To contract with Utility Services Company Inc. for the coating rehabilitation of the 10 MG (million gallon) concrete water tank at the Ward Water Treatment Plant (WTP).

BACKGROUND: The 10 MG concrete water tank is located at the Ward WTP. The tank was inspected by S&ME in January 2023 and was recommended for a paint overcoating. The scope of the rehabilitation will consist of overcoating the tank, including surface preparation and coating application to the tank exterior.

There were five (5) contractors who submitted bids and Utility Services Company Inc was the lowest responsive and responsible bidder.

BUDGET IMPACT: Funds for this project are available in the 2023-2024 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 Utility Services Company Inc in the amount of \$222,808.



CITY OF HIGH POINT
AGENDA ITEM



Aerial View of the Ward Water Treatment Plant



May 7, 2024

City of High Point
 121 North Pendleton Street
 High Point, North Carolina 27260

Attention: Mr. Derrick Boone

Reference: **Water Tank Coating Rehabilitation Bid Recommendation**
Ward 10 MG Crom Concrete Tank
 High Point, North Carolina
 S&ME Project No. 23580071

Dear Mr. Boone:

The water tank coating rehabilitation contractor bids shown below were opened and read aloud by S&ME at 2:00 p.m. on April 10, 2024, at the City of High Point Purchasing office located at 816 E. Green Street in High Point, North Carolina. The following five contractor bids were received for the 10 MG Crom Concrete water tank coating rehabilitation:

<u>Contractor</u>	<u>Bid</u>
Utility Service Company, Inc.	\$222,808.00
Carolina Management Team	\$252,776.00
Professional Concrete Flooring Solutions	\$253,093.00
Viking Industrial Painting LLC	\$273,400.00
D& M Painting	\$592,240.00

Utility Services Company, Inc. (USC) was the apparent low bidder. S&ME has worked with USC on many tank coating rehabilitation projects over multiple years and have no knowledge of unresolved quality issues relative to their work. S&ME's professional opinion is it would be in good interest for the City of High Point to accept USC's bid.

If you have questions or wish to discuss, please contact us.

Sincerely,
S&ME, Inc.

Tim Greene
 Coatings Project Manager
 AMPP Certified Senior Coating Inspector #3492

Kasey McWhorter, PE
 Vice President/Office Principal

Attachment: City of High Point Bid Tabulation

Bid Tabulation
City of High Point, North Carolina
Ward 10 MG Storage Tank Painting Project
Bid 1112-041024

Contractor	Bid Bond	MWBE	Total Bid
Utility Service Co Inc	Yes	Yes	\$222,808.00
CMT Carolina Management Team	Yes	Yes	\$252,776.00
Professional Concrete Flooring Solutions	Yes	Yes	\$253,093.00
Viking Industrial Painting LLC	Yes	Yes	\$273,400.00
D & M Painting Corp	Yes	Yes	\$592,240.00



City of High Point

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

Master

File Number: 2024-197

File ID: 2024-197

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 05/14/2024

File Name:

Final Action:

Title: Consideration of an Ordinance Amending Section 11-11-1 Social Districts of the High Point Code of Ordinances
City Council is requested to consider and Ordinance Amending Section 11-11-1 Social Districts of the High Point Code of Ordinances to establish an Uptowne Social District.

Notes:

Sponsors:

Enactment Date:

Attachments: Ordinance - Uptowne Social District

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Establish Uptowne Social District	
FROM: Greg Ferguson, Deputy City Manager	MEETING DATE: May 20, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Ordinance Maps	

PURPOSE: To establish an Uptowne Social District.

BACKGROUND: The City of High Point is approved under State law to create Social Districts. The city currently has one district that is approved by ordinance. The ordinance would be amended to add a second district for the Uptowne area.

BUDGET IMPACT: Funds are available to produce signage for the district in the FY24 budget.

RECOMMENDATION /ACTION REQUESTED: Adopt amended ordinance creating an Uptowne Social District and the map delineating the location.

**AN ORDINANCE AMENDING SECTION 11-11-1 SOCIAL DISTRICTS
OF THE HIGH POINT CODE OF ORDINANCES**

WHEREAS, the North Carolina General Assembly passed and Governor Cooper signed into law on September 10, 2021 An Act To Make Various Changes To The Alcoholic Beverage Control (“ABC”) Commission Laws (“House Bill 890”), which authorizes cities to adopt an ordinance designating social districts in accordance with North Carolina General Statutes;

WHEREAS, the North Carolina General Assembly passed and Governor Cooper signed into law on July 7, 2022 Social District/Common Area Clarifications (“House Bill 211”), which provided much needed clarity to some areas of House Bill 890;

WHEREAS, social districts are defined areas in which a person may consume alcoholic beverages sold by an ABC Permittee (as defined below), with the goal of encouraging foot traffic to downtown businesses;

WHEREAS, to further this important goal, on March 21, 2022, the City of High Point (“City”) adopted an ordinance designating the Catalyst Social District;

WHEREAS, on June 6, 2021 and December 6, 2022, the City amended its ordinance to expand the boundaries of the Catalyst Social District and comply with House Bill 211; and

WHEREAS, the City now desires to amend its ordinance to designate a second social district, to be called the Uptowne Social District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA THAT:

Section 11-11-1 of the High Point Code of Ordinances is hereby amended as follows:

1. **Designation.** Pursuant to the provisions of G.S. 160A-205.4, one (1) or more social districts may be designated within the City.
2. **Management.** Social Districts shall be designated, managed, and maintained in accordance with the requirements contained in G.S. 160A-205.4 and G.S. 18B-300.1. The City reserves the right to suspend alcohol consumption in all or part of a social district.
3. **Social Districts.** The City hereby designates the following:
 - (a) Catalyst Social District, which is designated as the area within the City as more particularly described on ~~and attached as Exhibit A to this ordinance,~~ incorporated by reference and attached hereto, available in the City Clerk’s Office, and posted on the City’s website.
 - (b) Uptowne Social District, which is designated as the area within the City as more particularly described on Exhibit B, incorporated by reference and attached hereto, available in the City Clerk’s Office, and posted on the City’s website.

4. **Registration.** Any business located in or contiguous to a social district that holds a valid Alcoholic Beverage Control Commission permit (“ABC Permittee”) and desires to engage as a social district participant shall register with the City by completing and submitting all required paperwork.
5. **Customer Possession and Consumption.** If it wishes to do so, an ABC Permittee or non-permittee business may allow a customer to possess and consume on the business’s premises alcoholic beverages purchased from any ABC Permittee located in or contiguous to the social district. If it wishes to do so, the ABC Permittee or non-permittee business, during the times when the social district is active, shall clearly post uniform signage stating that it allows possession and consumption on the business’s premises of alcoholic beverages purchased from any ABC Permittee located in or contiguous to the social district.
6. **Compliance with Laws.** The social district participant shall be solely responsible to operate its business in accordance with all applicable laws, rules, regulations, and ordinances. The City reserves the right to revoke a social district participant’s registration at any time if it violates any applicable law, rule, regulation, or ordinance.
7. **Violation.** Any violation of this section is punishable as a misdemeanor.

This amendment shall become effective June 1, 2024.

Adopted this the ____ of May, 2024.

Mayor Cyril Jefferson

ATTESTED:

Sandra Keeney
City Clerk

City of High Point - Catalyst Social District

 District Boundary

EXHIBIT A



0 125 250 500 Feet

CITY OF
high point.

Data Sources: High Point GIS
Created by: High Point
Planning & Development
Date Plotted: 5/9/2024


EXHIBIT B

City of High Point - Uptowne Social District

 District Boundary



0 75 150 300 Feet



CITY OF
high point.

Data Sources: High Point GIS
Created by: High Point
Planning & Development
Date Plotted: 5/9/2024