

# City of High Point

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



## Meeting Agenda

**Thursday, December 2, 2021**

**4:00 PM**

**3rd Floor Council Chambers**

### **Finance Committee**

***Britt Moore, Mayor Pro Tem, Chair***

***Committee Members:***

***Michael Holmes***

***Monica Peters***

***Victor Jones***

***Jay Wagner, Mayor (Alternate)***

**FINANCE COMMITTEE - Mayor Pro Tem Britt W. Moore, Chair****CALL TO ORDER****PRESENTATION OF ITEMS**[2021-523](#)**Transit - Bus Pass Donation Policy**

City Council is requested to adopt a Bus Pass Donation Policy regarding the donation of transit passes to assist customers in need.

**Attachments:** [1. Transit Bus Pass Donation Policy](#)

[2021-524](#)**Utility Construction Agreement - NCDOT Interchange Improvement Project - U-5896, US 29/US70/Business 85 & South Main Street (SR 1009)**

City Council is requested to approve a Utility Construction Agreement with North Carolina Department of Transportation (NCDOT) in the amount of \$2,153,063. for water and sewer improvements at the upcoming NCDOT interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009) and that the appropriate City official and/or employee be authorized to execute all necessary documents to finalize the agreement with the NCDOT.

**Attachments:** [2. NCDOT Utility Construction Agreement \(UCA\) U-5896 - US 29 US 70 Busir](#)

[2021-525](#)**Contract - WESCO Distribution, Inc. -- Montlieu Undergrounding Project - Material Purchase**

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$1,562,612.66 for material purchases in conjunction with the Montlieu Undergrounding project that was previously approved by City Council.

**Attachments:** [3. Contract WESCO Distribution Inc. - Montlieu Undergrounding Project - Mat](#)

[2021-526](#)**Contract - Tetra Tech, Inc. - Pro-Active Storm Debris Removal**

City Council is requested to award a contract to Tetra Tech, Inc. for storm debris removal services in the event of any potential storms resulting in large quantities of vegetative debris.

**Attachments:** [4. Contract Tetra Tech Inc. - Pro-Active Storm Debris Removal](#)

[2021-527](#)**License Agreement - Climavision Operating, LLC - Weather Equipment - Potts Avenue Water Tower**

City Council is requested to approve a license agreement with Climavision Operating, LLC to install and maintain weather related equipment on the Potts Avenue water tower and authorize the appropriate city official to execute all necessary documents.

**Attachments:** [5. License Agreement Climavision Operating LLC - Weather Equipment-Potts](#)

[2021-528](#)**Resolution - Sale of City Owned Property - 1215 E. Green Drive**

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

**Attachments:** [6. 1215 Green Drive-Sale of City Owned Property by Upset Bid Process](#)

[2021-529](#)**Authorize Issuance of Series 2021A CES Revenue Refunding Bonds**

City Council is requested to approve the attached “Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith”.

**Attachments:** [7. Bond Order 2021A Revenue Refunding Bond](#)

[2021-530](#)**Authorize Issuance of Series 2021B CES Revenue Refunding Bonds**

City Council is requested to approve the attached “Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith”.

**Attachments:** [8. Bond Order 2021B Revenue Refunding Bonds](#)

[2021-531](#)**Acknowledge Receipt - City of High Point Annual Comprehensive Financial Report 2021**

City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021 and related required communications from the City’s auditors, Cherry Bekaert LLP.

**Attachments:** [9. Acknowledge Receipt of ACFR-2021](#)

**ADJOURNMENT**



# City of High Point

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

## Master

**File Number: 2021-523**

**File ID:** 2021-523

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Transit - Bus Pass Donation Policy

City Council is requested to adopt a Bus Pass Donation Policy regarding the donation of transit passes to assist customers in need.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 1. Transit \_\_ Bus Pass Donation Policy

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 2021-523

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Transit Pass Donation Policy

**From:** Angela Wynes

**Public Hearing:** N/A

**Attachments:** Bus Pass Donation Policy

**Meeting Date:** December 6, 2021

**Advertising Date /** N/A

**Advertised By:**

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### **PURPOSE:**

Consideration of adopting a policy regarding the donation of transit passes to non-profit agencies.

### **BACKGROUND:**

Each year, the transit division receives requests from non-profit agencies to donate bus passes to assist their customers in need. To treat the requests equitably, transit staff decided there needed to be a donation policy that specifies who qualifies and the terms of the donations. Staff researched what policies or programs other transit systems had developed. We found that the policy set by Greensboro Transit Agency was a sound model to follow.

### **BUDGET IMPACT:**

As donations are not reimbursable under the Federal Transit Administration or North Carolina Department of Transportation grants, the program would be funded by 100% local funds. Staff is recommending that the total donations per year not exceed \$1,000.00.

### **RECOMMENDATION / ACTION REQUESTED:**

Staff recommends adopting the Bus Pass Donation policy.



# High Point Transit System Policy Manual



Department of Transportation

Public Transportation Division

**SUBJECT:** Transit Bus Pass Donations

**EFFECTIVE DATE:** JULY 1, 2021

**REPLACES:**

**APPROVED BY:**

**APPROVAL DATE:**

High Point Transit System is committed to the provision of community transit services for all including low-income and disadvantaged users who may receive assistance from non-profit organizations. HPTS desires to do its part with the donation of transit passes to organizations providing these needed services.

Requests for pass donations from HPTS will be considered under the following conditions and requirements:

- The organization must be an IRS designated 501(c)(3) organization; and
- One request from each organization will be considered per fiscal year (July 1 – June 30) with a maximum donation value of \$100 per organization per year; and
- If the requesting organization has an account with HPTS, that account must be in good standing with no account balance.
- Requesting organizations must submit their request on the attached form accompanied by the signature page of their most recently submitted IRS Form 990 or 990-EZ.
- Requests must be renewed annually.
- The maximum value of passes issued by HPTS per fiscal year will not exceed \$1,000 worth of one-ride complementary passes,
- Donated passes expire based on the date encoded in the card, and
- Donated pass values are based on the one-way fare in effect at the time of issuance.
- City Council must appropriate the funding annually in the Transportation Department/Transit Division budget.



Department of Transportation

# High Point Transit System



Public Transportation Division

## Bus Pass Donation Request Form

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Program or Event Name:** \_\_\_\_\_

**Date of Program/Event:** \_\_\_\_\_

**Number of Passes requested (\$100 maximum value):** \_\_\_\_\_

**Additional Comments:**

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### Approvals:

\_\_\_\_\_ Authorized Representative Sign/Date

\_\_\_\_\_ Transit Manager Sign/Date

Please submit request at least 2 weeks prior to event date or when passes are needed.

Also please attach the signature page of your organization's most recently filed IRS Form 990 or 990-EZ.

### Return to:

High Point Transit System

716 W MLK Jr Drive

High Point, NC 27261

Fax: 336-883-3425

Email: [angela.wynes@highpointnc.gov](mailto:angela.wynes@highpointnc.gov)

716 West Martin Luther King Jr Drive · High Point, North Carolina 27262

Phone (336) 883-3424 · Relay 711 · Fax (336) 883-3425

[www.hptransit.org](http://www.hptransit.org)



# City of High Point

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

## Master

**File Number: 2021-524**

**File ID:** 2021-524

**Type:** Agreement

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Utility Construction Agreement - NCDOT Interchange Improvement Project -  
-U-5896, US 29/US70/Business 85 & South Main Street (SR 1009)

City Council is requested to approve a Utility Construction Agreement with North Carolina Department of Transportation (NCDOT) in the amount of \$2,153,063. for water and sewer improvements at the upcoming NCDOT interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009) and that the appropriate City official and/or employee be authorized to execute all necessary documents to finalize the agreement with the NCDOT.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 2. NCDOT Utility Construction Agreement (UCA)  
U-5896 - US 29\_US 70\_Business 85 and South Main  
St (SR 1009)

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 2021-524**



# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Utility Construction Agreement: U-5896, US 29/US 70/Business 85 and South Main Street (SR 1009)

**From:** Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director

C. Allan Hicks – Public Services Projects Engineer

**Meeting Date:** December 6, 2021

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A – Utility Construction Drawing showing vicinity and project limits (color coded)  
Attachment B – Utility Construction Agreement and Cost Estimate

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### PURPOSE:

To seek City Council approval for the utility construction costs associated with the upcoming NCDOT initiated interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009) which has not been included in the City's five year capital plan..

### BACKGROUND:

The North Carolina Department of Transportation (NCDOT) has prepared construction plans for improvements to the interchange at US 29/ US 70/ Business 85 and S. Main St. This project will require substantial water and sewer improvements which will be accomplished in conjunction with this NCDOT project. The City of High Point owns water and sewer utilities that will be impacted by the project's construction and will be responsible for a portion of the utility construction costs in the estimated amount of \$2,104,067. This amount is representative of non-betterment utility construction on water and sewer utilities that were previously located in NCDOT right-of-way. All utility work will be performed by the NCDOT's construction contractor. Water and Sewer utility design was performed through the NCDOT on-call process and Davis-Martin-Powell & Associates Inc. performed this design at a cost of \$48,996. This project is scheduled for bidding on February 15, 2022 and construction could begin as early as April 2022.

### BUDGET IMPACT:

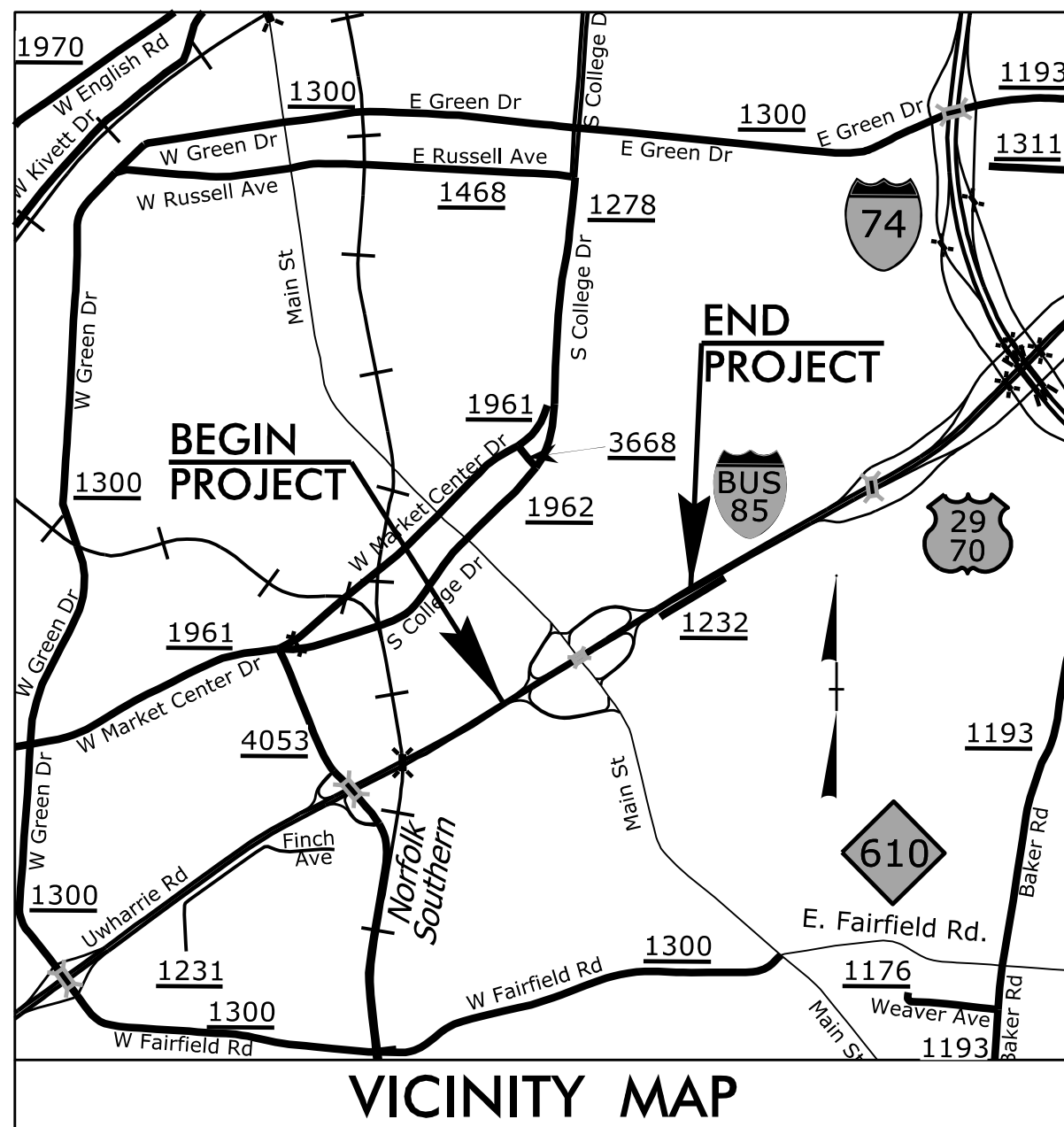
The utility construction costs and utility design will total \$2,153,063. NCDOT will perform the work and send the City an invoice once the project is completed. Funds will be budgeted in the Capital Improvement Plan (CIP) ahead of the estimated completion date.

### RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the Utility Construction Agreement and that the appropriate City official and/or employee be authorized to execute all necessary documents to finalize the agreement with the NCDOT and for an estimated total of \$2,153,063.

09.08/99

TIP PROJECT: U-5896



STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

# UTILITY CONSTRUCTION PLANS GUILFORD COUNTY

LOCATION: INTERCHANGE AT US 29, US 70 AND S MAIN STREET  
(SR 1009), IN HIGH POINT

TYPE OF WORK: UTILITY CONSTRUCTION

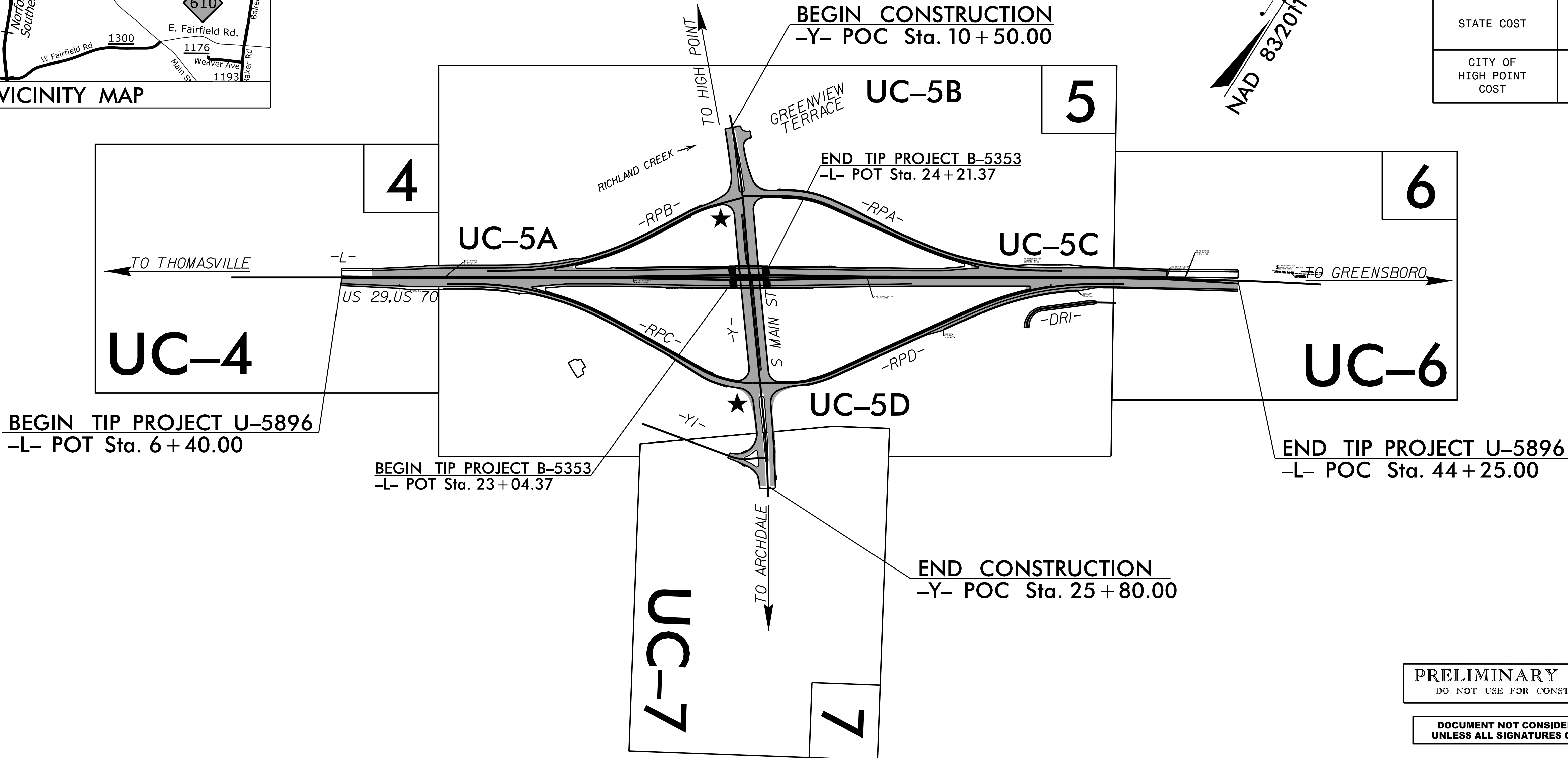
T.I.P. NO.	SHEET NO.
U-5896	UC-1

UTILITY AGREEMENT PLANS

EXHIBIT A

AGREEMENT PLANS

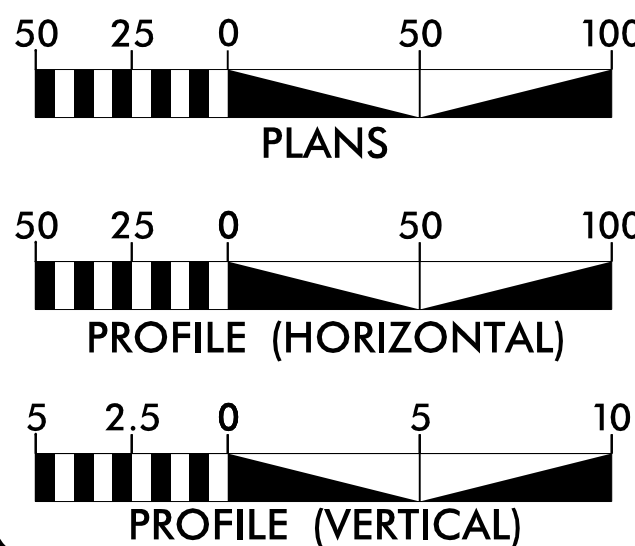
COST BREAKDOWN LEGEND	
STATE COST	
CITY OF HIGH POINT COST	



PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

### GRAPHIC SCALES



### INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3	NOTES
UC-3A THRU UC-3E	DETAILS
UC-4 THRU UC-7	UTILITY CONSTRUCTION SHEETS
UC-8 THRU UC-10	PROFILE SHEETS

### WATER AND SEWER OWNERS ON PROJECT

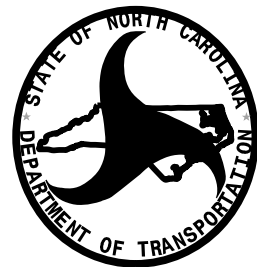
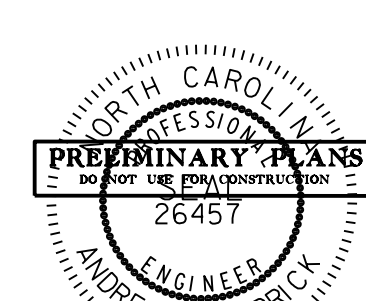
- A) WATER - CITY OF HIGH POINT  
B) SEWER - CITY OF HIGH POINT

PREPARED IN THE OFFICE OF:

**DAVIS • MARTIN • POWELL**  
ENGINEERS & SURVEYORS  
6415 OLD PLANK RD., HIGH POINT, NC 27265  
PHONE: (336) 888-4821 FAX: (336) 888-4458  
WWW.DMP-INC.COM LICENSE: F-42645

Andy Larrick, P.E.	CONSULTANT CONTACT #1
Steve McKee, P.E.	CONSULTANT CONTACT #2
Ralph Lowe	CONSULTANT CONTACT #3

SEAL



**DIVISION OF HIGHWAYS  
UTILITIES UNIT**  
1555 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1555  
PHONE (919) 707-6690  
FAX (919) 250-4151

Amy York	CENTRAL UTILITIES MANAGER
Ali Kouchehi, P.E.	UTILITIES REGIONAL ENGINEER
Jon Loughry	SENIOR UTILITIES ENGINEER
Dayton Martin	REGIONAL UTILITY COORDINATOR
O'Hara Parker	SENIOR UTILITY COORDINATOR

# Executive Summary

**Entity:** City of High Point

**County:** Guilford

**TIP / WBS Element:**

**TIP:** U-5896

**WBS Element:** PE: 44674.1.2; CON: 44674.3.1

**Scope:** The Project consists of US 29/ US 70/Business 85, SR 1009 (South Main Street) in High Point (COMB WB-5353).

**Funding:**

**Type:** Receivable

**Total Cost:** \$2,153,063.00

**Responsibilities:**

**Adjustment and relocation of utility lines:**

The City of High Point shall be responsible for water and sewer lines cost.

Upon completion of the utility lines relocation and adjustment covered under this Agreement; the City of High Point shall assume normal maintenance operations for these utility lines.

NORTH CAROLINA  
GUILFORD COUNTY

**UTILITY CONSTRUCTION AGREEMENT (UCA)**

DATE: 11/17/2021

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Project: U-5896

AND

WBS Elements: PE 44674.1.2  
CON 44674.3.1

CITY OF HIGH POINT

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of High Point, hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project U-5896, in Guilford County, said plans consists of US 29/ US 70/Business 85, SR 1009 (South Main Street) in High Point (COMB WB-5353), Guilford County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

**PRELIMINARY ENGINEERING**

1. The Department shall use its utility limited-service agreement for Project U-5896, Guilford County.
2. The Municipality shall be responsible for the costs of the Preliminary Engineering Design. The actual cost to the Municipality is \$48,996.00 as shown on the attached cost estimate, Exhibit "B". It is understood by both the Department and the Municipality that this is a final cost unless the Municipality requests additional work not covered under this Agreement, or plan review by the

Department and/or Municipality does not properly identify all existing conflicts or Department revises highway plans before or during construction. Under this agreement, the Municipality reserves the right to re-engineer plans due to the Department's plan revisions.

3. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the Municipality shall review and approve the plans, the associated estimated utility construction cost and special provisions to be made part of the Department's roadway contract for highway construction; the Municipality shall release the Department of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the Municipality upon completion of the plans, estimate, special provisions and acceptance by the Department and Municipality for the plans to be made part of the highway roadway contract.

### **CONSTRUCTION**

4. The Department shall place provisions in the construction contract for Project U-5896 Guilford County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
5. The Municipality shall be responsible for water and sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$2,104,067.00 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

### **REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING**

6. The Municipality shall reimburse the Department for said costs as follows:
  - A. Upon completion of the utility construction plans, the Department shall submit an invoice to the Municipality for costs incurred. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

- B. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
- C. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
- D. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
- E. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
- F. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
- G. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
- H. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:

NC Department of Transportation  
ATTN: Accounts Receivable  
1514 Mail Service Center  
Raleigh, NC 27699-1514

7. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
8. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
  - I. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
  - J. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
9. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
10. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional,

engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).



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

L.S. ATTEST:

CITY OF HIGH POINT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

N.C. Department of Transportation  
Interchange at US 29, US 70, and  
South Main Street (SR 1009) in High Point  
Guilford County  
NCDOT Project U-5896

**EXHIBIT B**

Pay Item List for Utility Construction  
Based on Preliminary Utility Agreement Plans - 11/12/2021

Quantities separated by cost responsibility between  
State and City of High Point

Type	Item Number	Section	Pay Item Description	TOTALS			Unit of Meas.
				State	High Point	TOTAL	
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	0	285	285	TON
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	0	1,622	1,622	SY
P	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	0	100	100	TON
U	5325200000-E	1510	2" WATER LINE	0	117	117	LF
U	5325600000-E	1510	6" WATER LINE	0	64	64	LF
U	5325800000-E	1510	8" WATER LINE	0	45	45	LF
U	5326200000-E	1510	12" WATER LINE	0	3,164	3,164	LF
U	5329000000-E	1510	DI WATER PIPE FITTINGS	0	9,635	9,635	LBS
U	5536000000-E	1515	2" VALVE	0	3	3	EA
U	5540000000-E	1515	6" VALVE	0	7	7	EA
U	5546000000-E	1515	8" VALVE	0	1	1	EA
U	5558000000-E	1515	12" VALVE	0	7	7	EA
U	5589200000-E	1515	2" AIR RELEASE VALVE	0	2	2	EA
U	5648000000-N	1515	RELOCATE WATER METER	0	2	2	EA
U	5666000000-N	1515	FIRE HYDRANT	0	5	5	EA
U	5673000000-E	1515	FIRE HYDRANT LEG	0	65	65	LF
U	5686500000-E	1515	WATER SERVICE LINE	0	33	33	LF
U	5691200000-E	1520	6" SANITARY GRAVITY SEWER	0	83	83	LF
U	5691300000-E	1520	8" SANITARY GRAVITY SEWER	0	380	380	LF
U	5691500000-E	1520	12" SANITARY GRAVITY SEWER	0	1,231	1,231	LF
U	5691700000-E	1520	18" SANITARY GRAVITY SEWER	0	294	294	LF
U	5768000000-N	1520	SANITARY SEWER CLEANOUT	0	5	5	EA
U	5768500000-E	1520	SEWER SERVICE LINE	0	60	60	LF
U	5775000000-E	1525	4' DIA UTILITY MANHOLE	0	15	15	EA
U	5781000000-E	1525	UTILITY MANHOLE WALL, 4' DIA	0	41	41	LF
U	5800000000-E	1530	ABANDON 6" UTILITY PIPE	68	251	319	LF
U	5801000000-E	1530	ABANDON 8" UTILITY PIPE	751	3,471	4,222	LF
U	5802000000-E	1530	ABANDON 10" UTILITY PIPE	0	633	633	LF
U	5810000000-E	1530	ABANDON 16" UTILITY PIPE	0	237	237	LF
U	5811000000-E	1530	ABANDON 18" UTILITY PIPE	0	58	58	LF
U	5815000000-N	1530	REMOVE WATER METER	0	12	12	EA
U	5815500000-N	1530	REMOVE FIRE HYDRANT	1	7	8	EA
U	5816000000-N	1530	ABANDON UTILITY MANHOLE	7	17	24	EA
U	5835800000-E	1540	18" ENCASEMENT PIPE	0	235	235	LF
U	5836000000-E	1540	24" ENCASEMENT PIPE	0	1,010	1,010	LF
U	5836200000-E	1540	30" ENCASEMENT PIPE	0	160	160	LF
U	5872500000-E	1540	BORE AND JACK OF 18"	0	235	235	LF
U	5872500000-E	1540	BORE AND JACK OF 24"	0	475	475	LF
U	5872500000-E	1540	BORE AND JACK OF 30"	0	160	160	LF
U	5876000000-N	SP	STEEL PILE PIERS	0	2	2	EA

	<u>State</u>	<u>High Point</u>	<u>TOTAL</u>
Estimated Construction Cost Responsibility \$	33,034	\$ 2,104,067	\$ 2,137,101
	1.5%	98.5%	100.0%

**Preliminary Engineering Design Fee**

The total fee for Utilities Design Engineering Fee on this project is \$49,742.16.

The City of High Point's percentage of the Total Estimated Construction Cost is 98.5%.

The City of High Point is responsible for 98.5% of the Preliminary Engineering Design Fee: 98.5% x \$49,742.16 = **\$48,996.00** (rounded).



# City of High Point

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

## Master

**File Number: 2021-525**

**File ID:** 2021-525

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Contract - WESCO Distribution, Inc. -- Montlieu Undergrounding Project -  
Material Purchase

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$1,562,612.66 for material purchases in conjunction with the Montlieu Undergrounding project that was previously approved by City Council.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 3. Contract\_\_WESCO Distribution Inc. - Montlieu  
Undergrounding Project - Material Purchase

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 2021-525**

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Montlieu Undergrounding Project – Material Purchase  
**Bid # 10-111721; #11-111721; #12-111721**

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

**Meeting Date:** December 6, 2021

**Public Hearing:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A: Bid Tabulations (3)  
Attachment B: Recommendation Forms (3)  
Attachment C: Transformer Pressing Need Recommendation

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### PURPOSE:

On November 17<sup>th</sup>, the City received bids for decorative street lighting, conduit, vaults, switch pads and pull boxes under the 3 bids listed above. There were also quotes solicited for transformers, but the only responsive bidder was also Wesco. These materials will be installed in conjunction with the Montlieu Undergrounding project that was previously approved by City Council. These 3 bids were for the purchase of material only.

### BACKGROUND:

The Electric Department is procuring materials to be used on the Montlieu undergrounding project that was brought to council previously. The Purchasing Department solicited bids for decorative street lighting, conduit, vaults, switch pads and pull boxes to be used under this contract. These are all standard materials used regularly by the City of High Point Electric Utilities department.

### BUDGET IMPACT:

Funds are included in the Capital budget to cover this material purchase. The total budget item was estimated at \$1.5 Million.

### RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. The Electric Department is recommending that the bid for these items (Bid's 10-111721 at \$198,002.49, 11-111721 for \$443,687.67, 12-111721 for \$525,642.50 and Transformer pressing need quote for \$395,280.00) be awarded to WESCO Distribution, Inc. The total of these bids are \$1,562,612.66. Funds are included in the departments Capital budget to cover this material purchase.





**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **ELECTRIC**

COUNCIL AGENDA DATE: **12/6/2021**

BID NO.: **12-111721** CONTRACT NO.:  DATE OPENED: **11/17/2021**

**DESCRIPTION:**

**LIGHTING AND STREET SCAPE  
BID 12-111721**

**PURPOSE:**

**THESE LIGHT FIXTURES WILL BE USED FOR THE MONTLIEU AVE IMPROVMENTS .**

**COMMENTS:**

**IT IS MY RECOMMENDATION THAT THE ENTIRE BID BE AWARDED TO WESCO FOR THE TOTAL PRICE OF \$525,642.50 . THEY ARE THE LOWEST RESPONSIVE BIDDER MEETING SPECIFICATIONS .**

RECOMMEND AWARD TO: **WESCO** AMOUNT: **\$525,642.50**

**JUSTIFICATION:**

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
431799	533701	431221024805	40202	\$525,642.50
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tyler Berrier** Digitally signed by Tyler Berrier Date: 2021.11.18 15:26:46 -05'00' DATE: **Nov 18, 2021**

The Purchasing Division concurs with recommendation submitted by the **Electric Department** and recommends award to the lowest responsible, responsive bidder **WESCO** in the amount of \$ **525,624.50** .

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti Date: 2021.11.19 08:56:01 -05'00' DATE: **Nov 19, 2021**

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2021.11.19 09:44:51 -05'00' DATE: **Nov 19, 2021**

CITY MANAGER:  DATE:





**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **ELECTRIC**

COUNCIL AGENDA DATE: **12/6/2021**

BID NO.: **10-111721** CONTRACT NO.:  DATE OPENED: **11/17/2021**

**DESCRIPTION:**

**CONCRETE STRUCTURES  
BID 10-111721**

**PURPOSE:**

**THESE CONCRETE STRUCTURES WILL BE USED FOR THE MONTLIEU AVE IMPROVMENTS .**

**COMMENTS:**

**IT IS MY RECOMMENDATION THAT THE ENTIRE BID BE AWARDED TO WESCO FOR THE TOTAL PRICE OF \$198,002.00 . THEY ARE THE LOWEST RESPONSIVE BIDDER MEETING SPECIFICATIONS .**

RECOMMEND AWARD TO: **WESCO** AMOUNT: **\$198,002.00**

**JUSTIFICATION:**

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
431799	533701	431221024805	40202	\$198,002.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tyler Berrier** Digitally signed by Tyler Berrier Date: 2021.11.18 15:30:15 -05'00' DATE: **Nov 18, 2021**

The Purchasing Division concurs with recommendation submitted by the **Electric Department** and recommends award to the lowest responsible, responsive bidder **WESCO** in the amount of \$ **198,002.49** .

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti Date: 2021.11.19 08:57:27 -05'00' DATE: **Nov 19, 2021**

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2021.11.19 09:45:15 -05'00' DATE: **Nov 19, 2021**

CITY MANAGER:  DATE:



**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **ELECTRIC**

COUNCIL AGENDA DATE: **12/6/2021**

BID NO.: **11-111721** CONTRACT NO.:  DATE OPENED: **11/17/2021**

**DESCRIPTION:**

**PVC - CONDUIT  
BID 11-111721**

**PURPOSE:**

**THIS PVC CONDUIT WILL BE USED FOR THE MONTLIEU AVE IMPROVMENTS .**

**COMMENTS:**

**IT IS MY RECOMMENDATION THAT THE ENTIRE BID BE AWARDED TO WESCO FOR THE TOTAL PRICE OF \$443,687.67 . THEY ARE THE LOWEST RESPONSIVE BIDDER MEETING SPECIFICATIONS .**

RECOMMEND AWARD TO: **WESCO** AMOUNT: **\$443,687.67**

**JUSTIFICATION:**

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
431799	533701	431221024805	40202	\$443,687.67
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tyler Berrier** Digitally signed by Tyler Berrier Date: 2021.11.18 15:28:54 -05'00' DATE: **Nov 18, 2021**

The Purchasing Division concurs with recommendation submitted by the **Electric Department** and recommends award to the lowest responsible, responsive bidder **WESCO** in the amount of \$ **443,687.67**.

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti Date: 2021.11.19 08:53:45 -05'00' DATE: **Nov 19, 2021**

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2021.11.19 09:45:50 -05'00' DATE: **Nov 19, 2021**

CITY MANAGER:  DATE:



**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:

CONTRACT NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

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

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

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:





CONFIDENTIAL

Quotation Date: 11/05/2021  
Quotation Number: Q-00004041  
FOR FASTER HANDLING  
OF YOUR ORDER REFER TO  
THIS NUMBER

To: WESCO DISTRIBUTION, INC 2465M00  
334 ATKINSON STREET  
CLAYTON, North Carolina 27520  
Estados Unidos

Attn: PAUL PALMER  
Customer RFQ: City of High Point  
Quote Expiration Date: 12/09/2021

We thank you for your inquiry and are pleased to submit the following quotation. When placing an order, please reference this quote # on your order and process your Purchase order to the "vendor name" on the line(s) below along with payment to the correct "remit to address" as shown

Line 1

CUSTOMER ITEM	GE ITEM	QUANTITY	UNIT PRICE	LEAD TIME
	QGG0871	40		25

Capacity - kVA: 25  
Primary Voltage: 12470grdy/7200  
Secondary Voltage: 240/120  
Details:  
Description: 50 KVA  
1PH PADMOUNT TRANSFORMER  
12470 GRDY / 7200 - 240/120  
NO TAPS  
Mini-Padmount 2 HV Bushings, Hood Depth 17  
Bayonet Exp. Fuse+Partial Range CLF  
Loop Feed  
/304 SS Skirt 1.5 in  
NO LOAD LOSSES-91, LOAD LOSSES-553, TOTAL LOSSES-644  
IZ PCT: 2 EXC PCT: 2

\$4,418.00

**Accessories:**

DOE 2016 Standard Compliant Design  
Standard Nameplate  
Mineral oil per ASTM type II  
Stencil 2.5 in high yellow letters  
Stencil 2.5 in high yellow letters  
Decal H1A  
Decal H1B  
Decal X1  
Decal X2  
Decal X3  
Decal Filled with NON-PCB Mineral Oil at time of Manufacture  
Decal for Bayonet Instructions  
Danger Decal per NEMA fig. 2  
Warning Decal Per Nema fig. 1  
IFD Device  
IFD Cap  
CELECO GRD CONECTOR CAT# D1088 #10 TO #1 AWG  
LV Bushing, 5/8" Stud, Celeco  
HVB Wells, 25kV, Removable Stud, Central Moloney  
FUS CLF SHORTY MERSEN 0F50CBC080  
GE Exp. Fuse Cat # 0F54LFC080  
MUNSELL GREEN  
CITY OF HIGH POINT DANGER DECAL  
Drain Plug  
Fill Plug  
Bayonet with flapper  
MS Tank 13 Gauge  
304 SS Sill 13 Gauge  
MS Hood 13 Gauge  
MS Parking Stand 14 Gauge

# prolec<sup>®</sup>



Line 2

CUSTOMER ITEM	GE ITEM	QUANTITY	UNIT PRICE	LEAD TIME
	QGGQ010	40		25

\$5,464<sup>00</sup>

Capacity - kVA: 50  
 Primary Voltage: 12470grdy/7200  
 Secondary Voltage: 240/120  
 Details:  
 Description: 25 KVA  
 1PH PADMOUNT TRANSFORMER  
 12470 GRDY / 7200 - 240/120  
 2 - 2 1/2% A&B TAPS  
 Mini-Padmount 2 HV Bushings, Hood Depth 17  
 Bayonet Exp. Fuse 1 Partial Range CLF  
 Loop Feed  
 304 SS Skit 1 5 in  
 NO LOAD LOSSES-57, LOAD LOSSES-310, TOTAL LOSSES-375  
 IZ PCT: 2 EXC PCT: 2

#### Accessories:

DOE 2010 Standard Compliant Design  
 Standard Nameplate  
 Mineral oil per ASTM type II  
 Stencil 2 5 in high yellow letters  
 Stencil 2 5 in high yellow letters  
 Decal H1A  
 Decal H1B  
 Decal X1  
 Decal X2  
 Decal X3  
 Caution Decal for Tap Changer (US)  
 Decal Filled with NON-PCB Mineral Oil at time of Manufacture  
 Decal for Bayonet Instructions  
 Danger Decal per NEMA fig. 2  
 Warning Decal Per Nema fig. 1  
 IFD Device  
 IFD Cap  
 CELECO GRD CONECTOR CAT# D1088 #10 TO #1 AWG  
 LV Bushing, 5/8" Stud, Coleco  
 HVB Wells, 25kV, Removable Stud, Central Moloney  
 FUS CLF SHORLY MERSEN 9F59CBG040  
 GE Expulsion Fuse Cat # 0F54LFC050  
 MUNSELL GREEN  
 CITY OF HIGH POINT DANGER DECAL  
 Drain Plug  
 Fill Plug  
 Bayonet with flapper  
 MS Tank 13 Gauge  
 304 SS Skit 13 Gauge  
 MS Hood 13 Gauge  
 MS Parking Stand 14 Gauge

## I. - GENERAL COMMENTS & CLARIFICATIONS

- Given the ongoing and constantly changing status of the epidemic/pandemic situations, such as coronavirus, around the world including emerging governmental restrictions, Seller assures Buyer that Seller are staying abreast of the situation across the globe. The impacts of these situations cannot reasonably be determined at this time, however, Seller will keep Buyer aware of any developments that may impact timing, schedules, pricing or other aspects of our contract. While Seller does not propose to make changes now, Seller's proposal did not consider the impacts of the coronavirus or any other epidemic/pandemic situation and may need to be adjusted, we will determine what (if any) changes we may need at a time of the award and will work with customer to ensure mutual agreement.
- Prolec GE designs, manufactures and test transformers in accordance with the latest applicable sections of ANSI, NEMA and IEEE Standards. We take exceptions to all other codes and standards.
- Prolec GE quoted based on BOM of the transformer stated on an email. Without any Specification or Drawing
- Prolec GE will provide standard impedance & losses values.
- Features not specifically documented in above bill of materials should not be assumed to be included. If required, please clarify with your Customer Support Engineer properly.
- **Spare Parts and Installation:** Unless specifically stated otherwise, this quotation does not include any field related labor or materials such as but not limited to delivery, storage, handling, installation, grounding, field testing, cleaning, adjusting, training/demonstration, coordination studies startup, special tools, spare parts, etc.
- Transformers are tested according to ANSI Standard Test Code for Transformers C57.12.90

## II. - DRAWING AND SHIPMENT CYCLES (WEEKS)

Description	For Record Drawings	For Approval Drawings
Mailing of Drawings (Weeks)	6	6
Customer Drawings return	N/A	2*

**\*Actual shipment and drawings will depend on factory backlog at the time of the purchase order acceptance. Shipment dates are approximate and are based upon prompt receipt of all necessary information from Buyer. If Buyer exceeds the approval drawing cycle time allowed, the shipment will extend at least accordingly to the extra time taken.**

\* Prolec-GE reserves the right to substitute, at its discretion, materials used to manufacture the products. Should Prolec-GE substitute any materials, it will make reasonable efforts to notify the Buyer. If Prolec-GE believes that a substitution of material will affect any express performance guarantees, it will notify Buyer and the performance guarantees will be adjusted to reflect the use of the new material.

Customer will return approval drawings by (Add 2 weeks) with the release for manufacture, otherwise price will be subject of revision according to Release Clause DT stated in our quotation letter section IV.

Release Clause DT applies along with GE Terms and Conditions of Sales listed in GE PROLEC EM104. All Changes must be resolved before order entry.

## III. - TERMS, CONDITIONS & WARRANTY

This proposal will remain valid for a period of 30 days after submittal.

PGE currently facing a dynamic market of commodities (copper, silicon steel, oil, aluminum and carbon steel) where the costs are fluctuating, so Prolec GE reserves the right of revisit the pricing of this proposal if the cost of the commodities vary +2% from the date of the quote. For projects to be decided after 30 days, please contact our team through your assigned Sales Rep to get a quote update. For long-term projects we invite you to ask us about our Prolec GE Price Index policy which allows the buyer and seller to be protected for positive and negative commodities fluctuations for the duration of the contract.

The Buyer may not make any public announcement in relation to the Contract (including to any purchase orders or related contractual documents), including the fact that it exists, without the prior written approval of Seller on such terms and conditions as Seller thinks fit.

All items are sold FCA (Incoterms 2010) Laredo, TX, USA, with transportation allowed to the carrier delivery point listed in this quotation within the confines of the continental United States, excluding Alaska or Hawaii.

Terms of payment are 100% net cash within 30 days from date of shipment.

There will be a 1.5% charge per month of the total invoice price beginning 30 days after the date of the invoice, but the amount shall not be in excess of the applicable usurious rate.

#### Cancellation of Order

The Buyer may cancel his order only upon a written notice and upon payment to Prolec GE of reasonable and proper cancellation charges.

Cancellation Charges:	% of selling price
1 week after order	10
3 weeks after order	15
Before factory release	20
1 week after release	65
2 weeks after release	70
3 weeks after release	90
4 weeks after release	100

The following applies unless specified otherwise:

#### Release Clause DT

- The prices stated herein are firm provided:

a. If order is immediate release with a scheduled shipment date within ninety (90) calendar days from the date of such order (or at Seller's earliest convenience thereafter), and no change orders are agreed upon within such ninety (90) day period; or

b. If approval drawings from Buyer are required before starting manufacture of the products, the drawings must be reviewed and approved by Buyer no later than 30 calendar days after submittal thereof by Seller. Otherwise, will be subject for price adjustment at 1.5% for each full month or fraction thereof that approval is thereby delayed.

2. In the event that the customer for any reason does not comply with the conditions in paragraph 2 above and/or shipment is delayed for a reason not within the control of the Company, the price shall be increased 1.5% for each full month or fraction thereof that shipment is there by delayed after the 90-day period from the date of order.

In the event the Company has been delayed by any of the causes specified in the clause entitled "Excusable Delays" which is set forth in the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

Standard warranty coverage applies (unless otherwise noticed): 12 months from energization or 18 months from date of shipment, whichever occurs first.

The sale of any product or service by GE-Prolec is expressly conditioned upon Buyer's assent to the terms (Form GE PROLEC EM104) contained herein. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon GE-Prolec unless specifically agreed in writing by GE-Prolec's authorized representative.

NOTICE: SALES OF ANY PRODUCT AND/OR SERVICES COVERED BY THIS QUOTATION ARE EXPRESSLY CONDITIONAL ON THE CUSTOMER'S ASSENT TO THE DIFFERENT OR ADDITIONAL TERMS CONTAINED HEREIN (INCLUDING THOSE ATTACHED TO THIS QUOTATION). ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE EXPRESSLY OBJECTED TO AND WILL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY SELLER'S AUTHORIZED REPRESENTATIVE. ANY ORDER FOR OR ANY STATEMENT OF INTENT TO PURCHASE HERE UNDER, OR ANY DIRECTION TO PERFORM WORK AND SELLER'S PERFORMANCE OF WORK, SHALL CONSTITUTE ASSENT TO SELLER'S TERMS AND CONDITIONS (See GE EM104 T&Cs <https://store.gegridsolutions.com/termEM104-Grid.pdf>).

\*Some stock is currently available subject to prior sale. If stock is depleted at the time of Order, Standard lead time will apply. \*\* Subject to change as lead-times are confirmed upon receipt of purchase order.

#### PROP 4941

##### CITY OF HIGH POINT

- WE ARE QUOTING PER CITY OF HIGH POINT SPECIFICATIONS FOR PAD MOUNTED DISTRIBUTION TRANSFORMER CHP STORES #816 & #3597; NO OTHER SPEC WILL APPLY.

\*\*\*\*\* EXCEPTIONS \*\*\*\*\*

- WE ARE TAKING EXCEPTION TO GENERAL TERMS AND CONDITIONS WE ARE QUOTING TERMS AND CONDITIONS EM 104.

- WE ARE TAKING EXCEPTION TO MEET POINT 18, WE ARE PROVIDING NON PCB DECAL: "FILLED WITH NON-PCB MINERAL OIL AT TIME OF MANUFACTURE PER 40CFR 761".

- WE ARE TAKING EXCEPTION TO PROVIDE EPOXY LV BUSHING, THESE ARE MADE WITH HIGH TEMPERATURE NYLON.

- WE ARE TAKING EXCEPTION TO PROVIDE ESHA HV BUSHING WELLS, IN ORDER TO IMPROVE PRICE AND LEAD TIME WE ARE OFFERING CENTRAL MOLONEY BUSHING WELL, WE ARE SENDING BROCHURE VIA EMAIL FOR THE CUSTOMER APPROVAL

- WE ARE TAKING EXCEPTION TO PROVIDE 400 SS SKIRT, WE ARE QUOTING 304L SS SKIRT 1.5" WITH STAINLESS STEEL SILL 304.

\*\*\*\*\* COMMENTS \*\*\*\*\*

- PROLEC GE DESIGNS, MANUFACTURES AND TEST TRANSFORMERS IN ACCORDANCE WITH THE LATEST APPLICABLE SECTIONS OF ANSI, NEMA AND IEEE STANDARDS. WE TAKE EXCEPTIONS TO ALL OTHER CODES AND STANDARDS.

- WARRANTY COVERAGE APPLIES 12 MONTHS FROM ENERGIZATION OR 18 MONTHS FROM

DATE OF SHIPMENT, WHICHEVER OCCURS FIRST.

• WARRANTY COVERAGE MAY BE EXTENDED AT A PRICE ADDITION OF 2% FOR A TWO-YEAR WARRANTY, 4% FOR A THREE-YEAR WARRANTY AND 6% FOR A FIVE-YEAR WARRANTY.  
ALL EXTENDED WARRANTIES ARE FROM DATE OF SHIPMENT.

- WE ARE QUOTING PER ANSI C57.12.38, LOOP FEED, SINGLE PARKING STAND.
- PER LOW PROFILE WE ARE QUOTING MINI-PAD ANSI TYPE II.
- WE ARE QUOTING PRIMARY VOLTAGE 12470GRDY/1200
- WE ARE QUOTING SECONDARY VOLTAGE 240/120, WITH INTERLACED WINDINGS.
- WE ARE QUOTING 2-2.5% ABOVE % BELOW HV TAPS.
- WE ARE QUOTING BAYONET EXP FUSE + PARTIAL RANGE CLF.
- PER DRIP SHIELD WE ARE QUOTING PLASTIC DRIP CUPS.
- IN POINT 18 B WE ARE PROVIDING CONTRASTING STENCILS INSTEAD OF REFLECTIVE DECALS.

• ANSI C57.12.90 INCLUDES AS ROUTINE TEST AS FOLLOW.

- RESISTANCE MEASUREMENTS
  - RATIO
  - POLARITY AND PHASE RELATION
  - NO-LOAD LOSSES AND EXCITATION CURRENT
  - LOAD LOSSES AND IMPEDANCE VOLTAGE
  - LOW FREQUENCY TEST (APPLIED AND INDUCED POTENTIAL)
  - LIGHTING IMPULSE
  - EFFICIENCY AT 1/2, 1/2, AND FULLY LOAD
  - VOLTAGE REGULATION AT 1.0 AND 0.8 POWER FACTOR
- IF YOU REQUIRE SPECIAL TESTS PLEASE CONSIDER AN EXTRA COST WILL APPLY.

DACS

11/09/2021

Regards,

Shawn Carpenter



# City of High Point

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

## Master

**File Number: 2021-526**

**File ID:** 2021-526

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Contract - Tetra Tech, Inc. - Pro-Active Storm Debris Removal

City Council is requested to award a contract to Tetra Tech, Inc. for storm debris removal services in the event of any potential storms resulting in large quantities of vegetative debris.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 4. Contract\_\_Tetra Tech Inc. - Pro-Active Storm  
Debris Removal

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 2021-526**

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Pro-Active Storm Debris Removal Monitory Services**

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

**Meeting Date:** December 6, 2021

**Public Hearing:** N/A

**Advertising Date:** October 1, 2021

**Advertised By:** Purchasing

**Attachments:** Attachment A – Evaluation Matrix

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### **PURPOSE:**

The City of High Point is continuing to take a proactive stance for disaster recovery services. Contracts have been administered to provide clean-up, demolition, removal, reduction, and disposal of debris resulting from a natural or manmade disaster as directed by the City of High Point to eliminate immediate threats to the public health and safety. The Purchasing Department issued request for proposals for storm debris monitoring services on October 1, 2021.

### **BACKGROUND:**

The City of High Point has experienced ice storms, tornados and other events that have resulted in large quantities of vegetative debris over the past years. The most recent major event, March 2014 ice storm resulted in collection of over 16,000 tons of vegetative debris. City forces, mutual aid and the general public worked diligently for months cleaning up after this storm. This contract will assure that a firm provides monitoring services to properly conduct and document debris removal (as deemed necessary) when a storm event occurs. Proper monitoring and documentation can be submitted to FEMA for reimbursement.

### **BUDGET IMPACT:**

Funds for this project will be set up in a storm debris removal account as directed by Finance when the event occurs.

### **RECOMMENDATION / ACTION REQUESTED:**

The Public Services Department recommends approval and asks for the Council to award the project to Tetra Tech, Inc.





City of High Point  
Storm Debris Monitoring Services  
RFP 8011-102921 Score Summary Evaluation Sheet

RFP Section		Maximum Score		DebrisTech		Tetra Tech		Thompson Consulting Services, LLC		TLC Engineering
1. Experience and Capabilities		10								
2. Approach to Scope		15								
3. Review of References		20								
4. Project Team		20								
5. Timely Mobilization		10								
6. Other Commitment		10								
7. Fee Structure		15								
Total Score:		100		0		0		0		0

Firm Rank ( 1 = Highest Score, 4 = Lowest Score):






Reviewer Name

Date

<b>CITY OF HIGH POINT</b>	
<b>RFP # 8011-102921 Storm Debris Monitoring Services</b>	
<b>Evaluation Matrix</b>	
<b>Company Name</b>	<b>Evaluation Score Out of 100 Points</b>
Tetra Tech, Inc.	85.00
Thompson Consulting Services, LLC	76.00
Debris Tech, LLC	62.00
TLC Engineering, Inc.	59.00



# City of High Point

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

## Master

**File Number: 2021-527**

**File ID:** 2021-527

**Type:** Agreement

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** License Agreement - Climavision Operating, LLC - Weather Equipment - Potts Avenue Water Tower

City Council is requested to approve a license agreement with Climavision Operating, LLC to install and maintain weather related equipment on the Potts Avenue water tower and authorize the appropriate city official to execute all necessary documents.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 5. License Agreement\_\_Climavision Operating LLC - Weather Equipment-Potts Avenue Water Tower

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 2021-527**

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Climavision License Agreement

**From:** Eric Olmedo, Assistant City Manager

**Public Hearing:** None

**Attachments:** Exhibit A

**Meeting Date:** December 6, 2021

**Advertising Date /** N/A

**Advertised By:**

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### **PURPOSE:**

Council is requested to approve a license agreement with Climavision Operating, LLC to install and maintain weather related equipment on the Potts Avenue water tower.

### **BACKGROUND:**

Climavision Operating, LLC is locating X band weather radar equipment in areas in order to provide greater weather radar data in areas where there have been gaps with traditional radar equipment. These gaps can be due to geographic and topographic challenges present with existing radar equipment. Climavision is seeking a ten year license agreement to host the equipment on the Potts Avenue water tank, with the option to extend the term for an additional ten year term. Climavision will be responsible for cost of maintenance and removal of the equipment if deemed necessary and will perform an annual water tank inspection at the company's cost. The company will also provide X band radar data to the City through a mutually agreeable means at no cost.

### **BUDGET IMPACT:**

The annual license fee to locate the equipment on the water tank is \$1.00 annually.

### **RECOMMENDATION / ACTIONS REQUESTED:**

Staff recommends and asks the Council to approve the license agreement with Climavision Operating, LLC and authorize the appropriate city official to execute all necessary documents.



# City of High Point

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

## Master

**File Number: 2021-528**

**File ID:** 2021-528

**Type:** Resolution

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Resolution - Sale of City Owned Property - 1215 E. Green Drive

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

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 6. 1215 Green Drive-Sale of City Owned Property by  
Upset Bid Process

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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## Text of Legislative File 2021-528

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Resolution Sale of City Owned Property – 1215 E. Green Drive**

**From:** JoAnne Carlyle, City Attorney

**Meeting Date:** Monday, December 6, 2021

**Public Hearing:** Not Required

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Resolution

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### **Purpose/Background:**

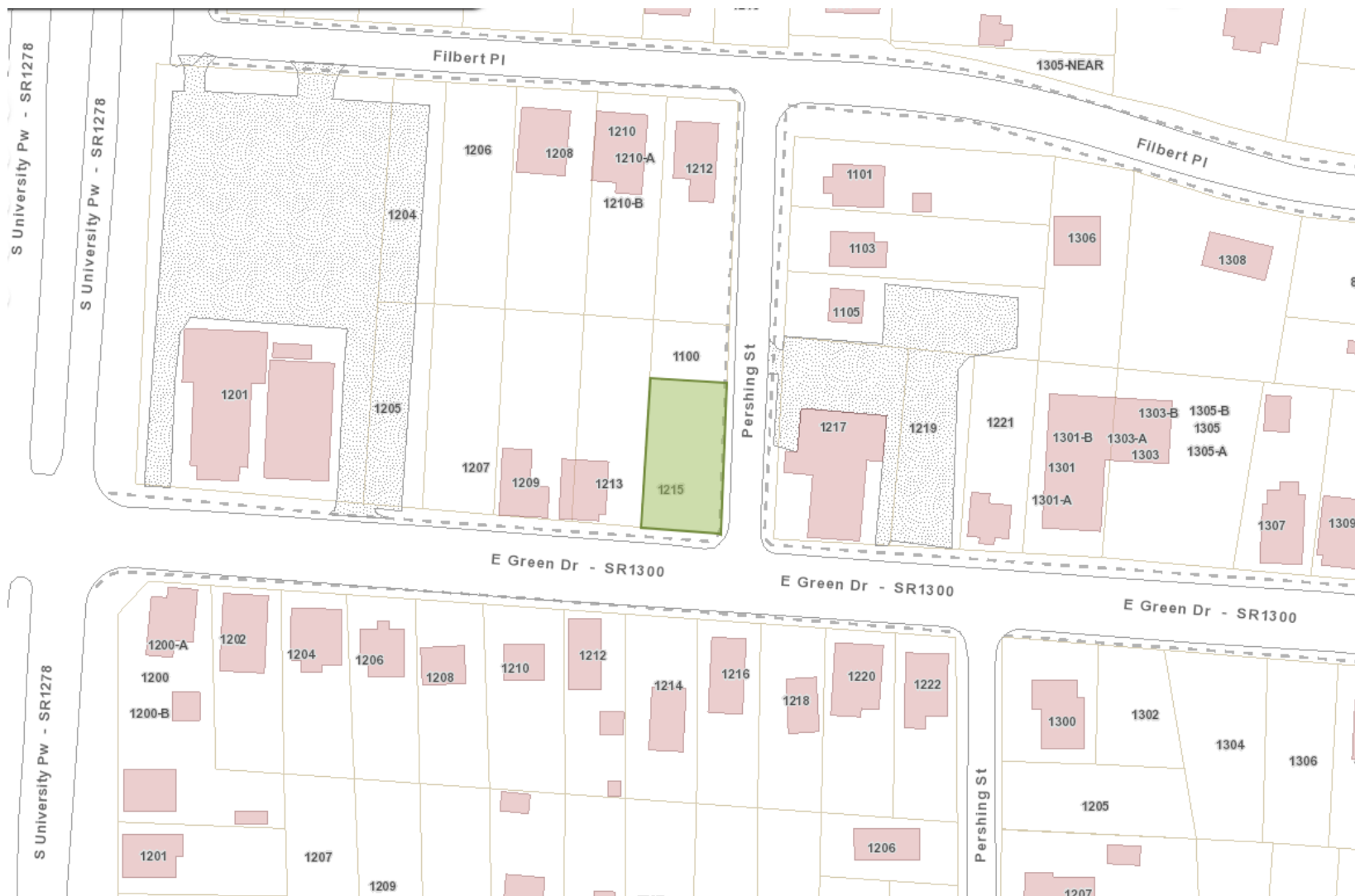
Life Changing International Church has offered a bid of \$7,000.00 for a City owned lot located at 1215 E. Green Drive, Parcel No. 174671. The property is approximately 6,534 square feet (0.15 acre) in size. The property was received by the City in 2021 from a tax foreclosure. The bidder owns adjacent property and plans to use the property as supplemental property for their church.

### **Budget Impact:**

N/A

### **Recommendation/Action Requested:**

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



Sale of City Property - 1215 E. Green Drive

**RESOLUTION OF HIGH POINT CITY COUNCIL  
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY  
LOCATED AT 1215 E. GREEN DRIVE, HIGH POINT, NC**

**WHEREAS**, The City of High Point (“City”) owns a lot consisting of approximately 6,534 square feet (0.15 acre) in size identified as Parcel No. 174671, 1215 E. Green Drive, High Point, North Carolina (“Property”); and

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

**WHEREAS**, Life Changing International Church has made an offer of \$7,000.00 for the Property and has paid the amount of \$350.00, the required five percent (5%) deposit on their offer;

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

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



7. The terms of the final sale are that:

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

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

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

Adopted this the 6th day of December, 2021.

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Mayor Jay W. Wagner

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Lisa B. Vierling,  
High Point City Clerk



# City of High Point

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

## Master

**File Number: 2021-529**

**File ID:** 2021-529

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Authorize Issuance of Series 2021A CES Revenue Refunding Bonds

City Council is requested to approve the attached "Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith".

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 7. Bond Order\_\_2021A Revenue Refunding Bond

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 2021-529**

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Authorize Issuance of Series 2021A CES Revenue Refunding Bonds**

**From:** Bobby D. Fitzjohn, Financial Services Director

**Meeting Date:** December 6, 2021

**Public Hearing:** No

**Advertising Date:** N/A

**Advertised By:**

**Attachments:** Bond Order

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### **PURPOSE:**

The Financial Services Department recommends that the City Council take the final step to authorize the issuance of up to \$21 million Series 2021A Taxable Combined Enterprise System (CES) Refunding Bonds.

### **BACKGROUND:**

The bond market is currently favorable for refunding the City's outstanding Series 2012A CES Revenue Refunding Bonds. On November 15<sup>th</sup>, City Council approved the initial resolution authorizing staff to begin the process, this is the final action required.

The proposed refunding will allow the City to take advantage of current market rates by utilizing direct bank loans rather than waiting until the bonds are callable. The bonds' taxable rates will be converted to the tax-exempt rates upon the call date of the refunded bonds.

An RFP was distributed to more than 50 national, regional, and local lending institutions by the City's Financial Advisors. Upon analysis, staff is recommending the Pinnacle Bank proposal for the 2021A bond, with a 7.4% NPV savings or cash flow savings of approximately \$142 thousand per year for through FY 2032 with a total cash savings of approximately \$1.6 million.

The LGC will consider the application for refunding at their December 7, 2021 meeting and the refunding will close on December 16<sup>th</sup>.

### **BUDGET IMPACT:**

The refunding savings will be built into the debt service budgets for the Water & Sewer Fund in the 2022-2023 Annual Budget and successive years.

### **RECOMMENDATION / ACTIONS REQUESTED:**

City Council is requested to approve the attached "Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith".

A regular meeting of the City Council of the City of High Point, North Carolina (the “City Council”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on December 6, 2021:

Members Present:

Members Absent:

\* \* \* \* \*  
\* \* \*

Councilmember \_\_\_\_\_ introduced the following order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$21,000,000 TAXABLE COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2021A AND A SUBSEQUENT TAX-EXEMPT COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

*WHEREAS*, the City of High Point, North Carolina (the “City”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.* (the “Act”) to issue, subject to the approval of the Local Government Commission of North Carolina (the “Commission”), at one time or from time to time, revenue bonds of the City for the purposes as specified in the Act;

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

*WHEREAS*, pursuant to the Trust Agreement and a Fifth Supplemental Trust Agreement, dated as of June 1, 2012 (the “Fifth Supplemental Trust Agreement”), between the City and the Trustee, the City has heretofore issued its \$32,125,000 Combined Enterprise System Revenue Refunding Bonds, Series 2012A (the “2012A Bonds”); and

*WHEREAS*, the City Council of the City (the “City Council”) has been advised by the Financial Services Director that the City can achieve debt service savings by refinancing the 2012A Bonds;

*WHEREAS*, the City has determined (1) to issue its not to exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A (the “2021A Bond”) and (2) to apply the proceeds of the 2021A Bond, together with other available funds, to (a) refund the 2012A Bonds maturing

on and after November 1, 2023 (the “*Refunded Bonds*”) and (b) pay the costs of issuing the 2021A Bond and the Tax-Exempt Bond (as defined below);

*WHEREAS*, the City will issue the 2021A Bond under the Trust Agreement and a Ninth Supplement Trust Agreement, to be dated as of December 1, 2021 (the “*Ninth Supplemental Agreement*”) between the City and the Trustee;

*WHEREAS*, the City and the Commission have arranged for the issuance of the 2021A Bond to Pinnacle Bank (the “*Purchaser*”) pursuant to the terms of the Trust Agreement, the Ninth Supplemental Agreement and the Bond Purchase Agreement (as defined below);

*WHEREAS*, pursuant to the terms and conditions of the Ninth Supplemental Agreement and the Forward Purchase Agreement (as defined below), the City also desires to authorize the sale and issuance to the Purchaser of a tax-exempt revenue refunding bond in the principal amount equal to the outstanding principal amount of the 2021A Bond at the time of issuance thereof (the “*Tax-Exempt Bond*”) for the purpose of refunding and redeeming the 2021A Bond;

*WHEREAS*, the City has filed with the Commission an application for the approval and private sale without advertisement of the 2021A Bond and the Tax-Exempt Bond in accordance with Section 159-85 of the General Statutes of North Carolina, as amended;

*WHEREAS*, copies of the forms of the following documents relating to the transactions described above have been or will be filed with the City and are available to the City Council:

1. the Ninth Supplemental Agreement, including the forms of the 2021A Bond and the Tax-Exempt Bond set forth in exhibits thereto;
2. the Bond Purchase Agreement to be dated as the date of delivery thereof (the “*Bond Purchase Agreement*”) among the Commission, the Purchaser and the City, related to the sale of the 2021A Bond;
3. the Escrow Agreement (2021A) to be dated as of December 1, 2021 (the “*Escrow Agreement*”) between the City and U.S. Bank National Association, as escrow agent, related to the refunding of the Refunding Bonds; and
4. the Forward Purchase Agreement to be dated as the date of delivery thereof (the “*Forward Purchase Agreement*”) among the Commission, the Purchaser and the City, related to the sale of the Tax-Exempt Bond.

*NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, AS FOLLOWS:*

**Section 1.** In order to raise the money required to (a) refund the Refunded Bonds and (b) pay other costs incurred in connection with the issuance and sale of the 2021A Bond and the Tax-Exempt Bond, the 2021A Bond is hereby authorized and will be issued pursuant to the Act, the Trust Agreement and the Ninth Supplemental Agreement. In order to provide the money to refund and redeem the 2021A Bond, the Tax-Exempt Bond is hereby authorized and will be issued pursuant to the Act, the Trust Agreement and the Ninth Supplemental Agreement. The Board has determined that the sale and issuance of the 2021A Bond, and the subsequent sale and issuance of the Tax-Exempt Bond if and when issued, as provided in this Bond Order is in the best interests of the City in order to achieve debt service savings.

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

**Section 2.** The aggregate principal amount of the 2021A Bond authorized by this Bond Order will not exceed \$21,000,000 and the interest rate on the 2021A Bond will not initially exceed 1.99% per annum (which rate may be adjusted in accordance with the Ninth Supplemental Agreement). The aggregate principal amount of the Tax-Exempt Bond, if and when issued, authorized by this Bond Order will not exceed the principal amount equal to the outstanding principal amount of the 2021A Bond at the time of issuance thereof and the interest rate on the Tax-Exempt Bond will not initially exceed 1.59% per annum (which rate may be adjusted in accordance with the Ninth Supplemental Agreement). The final maturity of the 2021A Bond and the Tax-Exempt Bond shall not be later than November 1, 2031.

**Section 3.** The City requests that the 2021A Bond be sold at private sale by the Commission without advertisement to the Purchaser at such price as the Commission determines to be in the best interest of the City and in accordance with the Ninth Supplemental Agreement and the Bond Purchase Agreement. The City will be authorized, but not obligated or required, to issue and sell the Tax-Exempt Bond to the Purchaser under the terms of the Ninth Supplemental Agreement and the Forward Purchase Agreement. The City requests that the Tax-Exempt Bond, if and when issued, be sold at private sale by the Commission without advertisement to the Purchaser at such price as the Commission determines to be in the best interest of the City and in accordance with the Forward Purchase Agreement.

**Section 4.** The issuance of the 2021A Bond and the Tax-Exempt Bond by the City in substantially the form and content set forth in the Ninth Supplemental Agreement, subject to appropriate insertions and revisions in order to comply with the provisions of the Trust Agreement and the Ninth Supplemental Agreement, are hereby in all respects approved and confirmed, and the form and content of the 2021A Bond and the Tax-Exempt Bond set forth in the Ninth Supplemental Agreement are hereby in all respects approved and confirmed, and the provisions of the Trust Agreement and the Ninth Supplemental Agreement with respect to the 2021A Bond and the Tax-Exempt Bond (including without limitation the maturity dates and rates of interest) are hereby approved and confirmed and are incorporated herein by reference.

The 2021A Bond and the Tax-Exempt Bond, if and when issued, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Ninth Supplemental Trust Agreement. Neither the credit nor the taxing power of the State of North Carolina or the City are pledged for the payment of the principal of, premium, if any, or interest on the 2021A Bond and the Tax-Exempt Bond, if and when issued, and no holder of the 2021A Bond and the Tax-Exempt Bond, if and when issued, has the right to compel the exercise of the taxing power by the State of North Carolina or the City or the forfeiture of any of its property in connection with any default thereon.

**Section 5.** That the form and content of the Ninth Supplemental Agreement, the Escrow Agreement, the Bond Purchase Agreement and the Forward Purchase Agreement (collectively, the “*Bond Documents*”), and the respective exhibits thereto, are hereby in all respects approved and confirmed, and the Mayor, the City Manager or the Financial Services Director and the City Clerk or any assistant or deputy City Clerk, or anyone serving in such capacity, and their respective designees (the “*Authorized Officers*”) are hereby authorized, empowered and directed to execute and deliver the Bond Documents for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions, or deletions therein as shall to

them seem necessary, desirable, or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions, or deletions therein, and that from and after the execution and delivery of the Bond Documents, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Documents as executed. The Trustee is hereby appointed as Bond Registrar under the Trust Agreement and the Ninth Supplemental Agreement and as Escrow Agent under the Escrow Agreement.

**Section 6.** The City Manager and the Chief Financial Officer of the City are each hereby authorized to (i) if and when the Tax-Exempt Bond is issued, execute a no-arbitrage certificate in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable Income Tax Regulations thereunder and (ii) call the Refunded Bonds for redemption.

**Section 7.** No stipulation, obligation or agreement herein contained or contained in the 2021A Bond, the Tax-Exempt Bond, the Bond Documents or any other instrument related to the issuance of the 2021A Bond and the Tax-Exempt Bond shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the 2021A Bond and the Tax-Exempt Bond or be subject to personal liability or accountability by reason of the issuance thereof.

**Section 8.** The Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Bond Order and the Bond Documents; except that none of the above will be authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the Bond Documents, (c) any agreement to which the City is bound, (d) any rule or regulation of the City, or (e) any applicable law, statute, ordinance, rule, or regulation of the United States of America or the State of North Carolina.

**Section 9.** From and after the execution and delivery of the documents hereinabove authorized, the Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions to execute and deliver any and all other documents as may be necessary in the issuance and on-going administration of the 2021A Bond and the Tax-Exempt Bond, if and when issued, and the execution and delivery of the Bond Documents.

The Authorized Officers, or their respective designees, are hereby authorized and directed to prepare and furnish, when the 2021A Bond and the Tax-Exempt Bond are issued, certified copies of all the proceedings and records of the City relating to the 2021A Bond and the Tax-Exempt Bond, and such other affidavits, certificates, and documents as may be required to show the facts relating to the legality and marketability of the 2021A Bond and the Tax-Exempt Bond as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits, and documents, including any heretofore furnished, will constitute representations of the City as to the truth of all statements contained therein.

This order also constitutes the resolution referred to in Section 2.08 of the Trust Agreement approving the award of the 2021A Bond and the Tax-Exempt Bond, if and when issued, by the Commission and directing the authentication and delivery of the 2021A Bond and the Tax-Exempt Bond, if and when issued, to or upon the order of the purchasers therein named upon payment of the purchase price therefor plus the accrued interest thereon.

**Section 10.** All acts and doings of the Authorized Officers, or their respective designees, that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the 2021A Bond and the Tax-Exempt Bond and the execution, delivery, and performance of the Bond Documents are hereby in all respects approved and confirmed. Any provision in this Bond Order that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

**Section 11.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements, or provisions are null and void and separable from the remaining agreements and provisions and do not in any way affect the validity of any of the other agreements and provisions hereof or of the 2021A Bond and the Tax-Exempt Bond authorized hereunder.

**Section 12.** The proceeds from the sale of the 2021A Bond and the Tax-Exempt Bond, if and when issued, and other available funds of the City shall be deposited in accordance with the Ninth Supplemental Agreement and the Escrow Agreement.

**Section 13.** All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 14.** This Bond Order is effective immediately on its adoption and pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the City other than the procedures set out in the Act.

*PASSED, ADOPTED AND APPROVED* this 6th day of December, 2021.



STATE OF NORTH CAROLINA           )  
   )       ss:  
CITY OF HIGH POINT                )

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to an order entitled “**BOND ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$21,000,000 TAXABLE COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2021A AND A SUBSEQUENT TAX-EXEMPT COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 6th day of December, 2021 and that such proceedings are to be recorded in the minute books of said City Council.

**WITNESS** my hand and the seal of the City of High Point, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk  
City of High Point, North Carolina

(SEAL)



# City of High Point

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

## Master

**File Number: 2021-530**

**File ID:** 2021-530

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Authorize Issuance of Series 2021B CES Revenue Refunding Bonds

City Council is requested to approve the attached "Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith".

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 8. Bond Order\_\_2021B Revenue Refunding Bonds

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 2021-530**

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Authorize Issuance of Series 2021B CES Revenue Refunding Bonds**

**From:** Bobby D. Fitzjohn, Financial Services Director

**Meeting Date:** December 6, 2021

**Public Hearing:** No

**Advertising Date:** N/A

**Advertised By:**

**Attachments:** Bond Order

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### **PURPOSE:**

The Financial Services Department recommends that the City Council take the final step to authorize the issuance of up to \$32 million Series 2021B Taxable Combined Enterprise System (CES) Refunding Bonds.

### **BACKGROUND:**

The bond market is currently favorable for refunding the City's outstanding Series 2014 CES Revenue Bonds. On November 15<sup>th</sup>, City Council approved the initial resolution authorizing staff to begin the process, this is the final action required.

The proposed refunding will allow the City to take advantage of current market rates by utilizing direct bank loans rather than waiting until the bonds are callable. The bonds' taxable rates will be converted to the tax-exempt rates upon the call date of the refunded bonds.

An RFP was distributed to more than 50 national, regional, and local lending institutions by the City's Financial Advisors. Upon analysis, staff is recommending the Truist Bank proposal for the 2021B bond, with an 8.1% NPV savings or cash flow savings of approximately \$148 thousand per year through FY 2040, a total cash flow savings of approximately \$2.8 million.

The LGC will consider the application for refunding at their December 7, 2021 meeting and the refunding will close on December 16<sup>th</sup>.

### **BUDGET IMPACT:**

The refunding savings will be built into the debt service budgets for the Water & Sewer Fund in the 2022-2023 Annual Budget and successive years.

### **RECOMMENDATION / ACTIONS REQUESTED:**

City Council is requested to approve the attached "Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith".

A regular meeting of the City Council of the City of High Point, North Carolina (the “City Council”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on December 6, 2021:

Members Present:

Members Absent:

\* \* \* \* \*  
\* \* \*

Councilmember \_\_\_\_\_ introduced the following order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$32,000,000 TAXABLE COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2021B AND A SUBSEQUENT TAX-EXEMPT COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

*WHEREAS*, the City of High Point, North Carolina (the “City”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.* (the “Act”) to issue, subject to the approval of the Local Government Commission of North Carolina (the “Commission”), at one time or from time to time, revenue bonds of the City for the purposes as specified in the Act;

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

*WHEREAS*, pursuant to the Trust Agreement and a Sixth Supplemental Trust Agreement, dated as of May 1, 2014 (the “Sixth Supplemental Trust Agreement”), between the City and the Trustee, the City has heretofore issued its \$37,640,000 Combined Enterprise System Revenue Bonds, Series 2014 (the “2014 Bonds”); and

*WHEREAS*, the City Council of the City (the “City Council”) has been advised by the Financial Services Director that the City can achieve debt service savings by refinancing the 2014 Bonds;

*WHEREAS*, the City has determined (1) to issue its not to exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B (the “2021B Bond”) and (2) to apply the proceeds of the 2021B Bond, together with other available funds, to (a) refund the 2014 Bonds maturing

on and after November 1, 2025 (the “*Refunded Bonds*”) and (b) pay the costs of issuing the 2021B Bond and the Tax-Exempt Bond (as defined below);

*WHEREAS*, the City will issue the 2021B Bond under the Trust Agreement and a Tenth Supplement Trust Agreement, to be dated as of December 1, 2021 (the “*Tenth Supplemental Agreement*”) between the City and the Trustee;

*WHEREAS*, the City and the Commission have arranged for the issuance of the 2021B Bond to Truist Bank (the “*Purchaser*”) pursuant to the terms of the Trust Agreement, the Tenth Supplemental Agreement and the Bond Purchase Agreement (as defined below);

*WHEREAS*, pursuant to the terms and conditions of the Tenth Supplemental Agreement and the Forward Purchase Agreement (as defined below), the City also desires to authorize the sale and issuance to the Purchaser of a tax-exempt revenue refunding bond in the principal amount equal to the outstanding principal amount of the 2021B Bond at the time of issuance thereof (the “*Tax-Exempt Bond*”) for the purpose of refunding and redeeming the 2021B Bond;

*WHEREAS*, the City has filed with the Commission an application for the approval and private sale without advertisement of the 2021B Bond and the Tax-Exempt Bond in accordance with Section 159-85 of the General Statutes of North Carolina, as amended;

*WHEREAS*, copies of the forms of the following documents relating to the transactions described above have been or will be filed with the City and are available to the City Council:

1. the Tenth Supplemental Agreement, including the forms of the 2021B Bond and the Tax-Exempt Bond set forth in exhibits thereto;
2. the Bond Purchase Agreement to be dated as the date of delivery thereof (the “*Bond Purchase Agreement*”) among the Commission, the Purchaser and the City, related to the sale of the 2021B Bond;
3. the Escrow Agreement (2021B) to be dated as of December 1, 2021 (the “*Escrow Agreement*”) between the City and U.S. Bank National Association, as escrow agent, related to the refunding of the Refunding Bonds; and
4. the Forward Purchase Agreement to be dated as the date of delivery thereof (the “*Forward Purchase Agreement*”) among the Commission, the Purchaser and the City, related to the sale of the Tax-Exempt Bond.

*NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, AS FOLLOWS:*

**Section 1.** In order to raise the money required to (a) refund the Refunded Bonds and (b) pay other costs incurred in connection with the issuance and sale of the 2021B Bond and the Tax-Exempt Bond, the 2021B Bond is hereby authorized and will be issued pursuant to the Act, the Trust Agreement and the Tenth Supplemental Agreement. In order to provide the money to refund and redeem the 2021B Bond, the Tax-Exempt Bond is hereby authorized and will be issued pursuant to the Act, the Trust Agreement and the Tenth Supplemental Agreement. The Board has determined that the sale and issuance of the 2021B Bond, and the subsequent sale and issuance of the Tax-Exempt Bond if and when issued, as provided in this Bond Order is in the best interests of the City in order to achieve debt service savings.

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

**Section 2.** The aggregate principal amount of the 2021B Bond authorized by this Bond Order will not exceed \$32,000,000 and the interest rate on the 2021B Bond will not initially exceed 2.75% per annum (which rate may be adjusted in accordance with the Tenth Supplemental Agreement). The aggregate principal amount of the Tax-Exempt Bond, if and when issued, authorized by this Bond Order will not exceed the principal amount equal to the outstanding principal amount of the 2021B Bond at the time of issuance thereof and the interest rate on the Tax-Exempt Bond will not initially exceed 2.32% per annum (which rate may be adjusted in accordance with the Tenth Supplemental Agreement). The final maturity of the 2021B Bond and the Tax-Exempt Bond shall not be later than November 1, 2039.

**Section 3.** The City requests that the 2021B Bond be sold at private sale by the Commission without advertisement to the Purchaser at such price as the Commission determines to be in the best interest of the City and in accordance with the Tenth Supplemental Agreement and the Bond Purchase Agreement. The City will be authorized, but not obligated or required, to issue and sell the Tax-Exempt Bond to the Purchaser under the terms of the Tenth Supplemental Agreement and the Forward Purchase Agreement. The City requests that the Tax-Exempt Bond, if and when issued, be sold at private sale by the Commission without advertisement to the Purchaser at such price as the Commission determines to be in the best interest of the City and in accordance with the Forward Purchase Agreement.

**Section 4.** The issuance of the 2021B Bond and the Tax-Exempt Bond by the City in substantially the form and content set forth in the Tenth Supplemental Agreement, subject to appropriate insertions and revisions in order to comply with the provisions of the Trust Agreement and the Tenth Supplemental Agreement, are hereby in all respects approved and confirmed, and the form and content of the 2021B Bond and the Tax-Exempt Bond set forth in the Tenth Supplemental Agreement are hereby in all respects approved and confirmed, and the provisions of the Trust Agreement and the Tenth Supplemental Agreement with respect to the 2021B Bond and the Tax-Exempt Bond (including without limitation the maturity dates and rates of interest) are hereby approved and confirmed and are incorporated herein by reference.

The 2021B Bond and the Tax-Exempt Bond, if and when issued, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Tenth Supplemental Trust Agreement. Neither the credit nor the taxing power of the State of North Carolina or the City are pledged for the payment of the principal of, premium, if any, or interest on the 2021B Bond and the Tax-Exempt Bond, if and when issued, and no holder of the 2021B Bond and the Tax-Exempt Bond, if and when issued, has the right to compel the exercise of the taxing power by the State of North Carolina or the City or the forfeiture of any of its property in connection with any default thereon.

**Section 5.** That the form and content of the Tenth Supplemental Agreement, the Escrow Agreement, the Bond Purchase Agreement and the Forward Purchase Agreement (collectively, the “*Bond Documents*”), and the respective exhibits thereto, are hereby in all respects approved and confirmed, and the Mayor, the City Manager or the Financial Services Director and the City Clerk or any assistant or deputy City Clerk, or anyone serving in such capacity, and their respective designees (the “*Authorized Officers*”) are hereby authorized, empowered and directed to execute and deliver the Bond Documents for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions, or deletions therein as shall to

them seem necessary, desirable, or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions, or deletions therein, and that from and after the execution and delivery of the Bond Documents, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Documents as executed. The Trustee is hereby appointed as Bond Registrar under the Trust Agreement and the Tenth Supplemental Agreement and as Escrow Agent under the Escrow Agreement.

**Section 6.** The City Manager and the Chief Financial Officer of the City are each hereby authorized to (i) if and when the Tax-Exempt Bond is issued, execute a no-arbitrage certificate in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable Income Tax Regulations thereunder and (ii) call the Refunded Bonds for redemption.

**Section 7.** No stipulation, obligation or agreement herein contained or contained in the 2021B Bond, the Tax-Exempt Bond, the Bond Documents or any other instrument related to the issuance of the 2021B Bond and the Tax-Exempt Bond shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the 2021B Bond and the Tax-Exempt Bond or be subject to personal liability or accountability by reason of the issuance thereof.

**Section 8.** The Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Bond Order and the Bond Documents; except that none of the above will be authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the Bond Documents, (c) any agreement to which the City is bound, (d) any rule or regulation of the City, or (e) any applicable law, statute, ordinance, rule, or regulation of the United States of America or the State of North Carolina.

**Section 9.** From and after the execution and delivery of the documents hereinabove authorized, the Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions to execute and deliver any and all other documents as may be necessary in the issuance and on-going administration of the 2021B Bond and the Tax-Exempt Bond, if and when issued, and the execution and delivery of the Bond Documents.

The Authorized Officers, or their respective designees, are hereby authorized and directed to prepare and furnish, when the 2021B Bond and the Tax-Exempt Bond are issued, certified copies of all the proceedings and records of the City relating to the 2021B Bond and the Tax-Exempt Bond, and such other affidavits, certificates, and documents as may be required to show the facts relating to the legality and marketability of the 2021B Bond and the Tax-Exempt Bond as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits, and documents, including any heretofore furnished, will constitute representations of the City as to the truth of all statements contained therein.

This order also constitutes the resolution referred to in Section 2.08 of the Trust Agreement approving the award of the 2021B Bond and the Tax-Exempt Bond, if and when issued, by the Commission and directing the authentication and delivery of the 2021B Bond and the Tax-Exempt Bond, if and when issued, to or upon the order of the purchasers therein named upon payment of the purchase price therefor plus the accrued interest thereon.

**Section 10.** All acts and doings of the Authorized Officers, or their respective designees, that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the 2021B Bond and the Tax-Exempt Bond and the execution, delivery, and performance of the Bond Documents are hereby in all respects approved and confirmed. Any provision in this Bond Order that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

**Section 11.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements, or provisions are null and void and separable from the remaining agreements and provisions and do not in any way affect the validity of any of the other agreements and provisions hereof or of the 2021B Bond and the Tax-Exempt Bond authorized hereunder.

**Section 12.** The proceeds from the sale of the 2021B Bond and the Tax-Exempt Bond, if and when issued, and other available funds of the City shall be deposited in accordance with the Tenth Supplemental Agreement and the Escrow Agreement.

**Section 13.** All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 14.** This Bond Order is effective immediately on its adoption and pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the City other than the procedures set out in the Act.

*PASSED, ADOPTED AND APPROVED* this 6th day of December, 2021.



STATE OF NORTH CAROLINA                    )  
  )  
CITY OF HIGH POINT                            )           ss:

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to an order entitled “**BOND ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$32,000,000 TAXABLE COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2021B AND A SUBSEQUENT TAX-EXEMPT COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 6th day of December, 2021 and that such proceedings are to be recorded in the minute books of said City Council.

***WITNESS*** my hand and the seal of the City of High Point, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk  
City of High Point, North Carolina

(SEAL)



# City of High Point

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

## Master

**File Number: 2021-531**

**File ID:** 2021-531

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 11/29/2021

**File Name:**

**Final Action:**

**Title:** Acknowledge Receipt - City of High Point Annual Comprehensive Financial Report 2021

City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021 and related required communications from the City's auditors, Cherry Bekaert LLP.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 9. Acknowledge Receipt of ACFR-2021

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:**

**Effective Date:**

**Related Files:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 2021-531**

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Receipt and Presentation of FY 2020-2021 Audit Report  
**From:** Bobby D. Fitzjohn, Financial Services Director **Meeting Date:** December 6, 2021  
**Public Hearing:** No **Advertising Date:** N/A  
**Attachments:** None **Advertised By:** N/A

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### **PURPOSE:**

The City Council has the statutory responsibility under G.S. 159-34 to engage an auditor for the financial and compliance audit of the City's budgets, accounts, and grants. The presentation of the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021 will be presented by the audit firm Cherry Bekaert LLP.

### **BACKGROUND:**

City Council approved the contract with Cherry Bekaert LLP for the financial and compliance audit of the City of High Point for the Fiscal Years 2021-2025 in April 2021. The Annual Comprehensive Financial Report was prepared by the City's Financial Services Department and the audit was completed on October 31, 2021.

The Annual Comprehensive Financial Report can be found on the Financial Services section of the City's website.  
<https://www.highpointnc.gov/1028/Financial-Services>

**BUDGET IMPACT:** None.

### **RECOMMENDATION / ACTIONS REQUESTED:**

City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021 and related required communications from the City's auditors, Cherry Bekaert LLP.