

# City of High Point

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



## Meeting Agenda

**Thursday, December 30, 2021**

**4:00 PM**

**3rd Floor Conference Room**

### **Finance Committee**

***Britt Moore, Chair***

***Committee Members:***

***Michael Holmes***

***Monica Peters, Mayor Pro Tem***

***Victor Jones***

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

**FINANCE COMMITTEE - Council Member Britt W. Moore, Chair****CALL TO ORDER****PRESENTATION OF ITEMS**[2021-569](#)**Establish Public Hearing - 2021 Edward Byrne Memorial Justice Assistance Grant Funding - JAG**

City Council is requested to establish a public hearing date of Monday, January 18th at 5:30 p.m. for the purpose of receiving public comments on the funding for the 2021 Edward Byrne Memorial Justice Assistance Grant Funding (JAG).

**Attachments:** [1. Establish Public Hearing January 18, 2022](#) [2021 Edward Byrne Memorial](#)

[2021-570](#)**Contract - Change Order #1 - Breece Enterprises, Inc. - East State Avenue Water & Sewer Phase 2-Replace Manhole**

City Council is requested to approve Change Order #1 with Breece Enterprises, Inc. in the amount of \$74,900.00 for replacement of the manhole, associated sanitary sewer connections, and asphalt resurfacing of the intersection after utility construction is complete and that the appropriate City official and/or employee be authorized to execute all necessary documents.

**Attachments:** [1a. Contract Change Order #1-Breece Enterprises Inc. - East State Avenue W](#)

[2021-571](#)**Contract - Furniture Market Transportation Grant Agreement - North Carolina Department of Transportation (NCDOT) - Public Transportation Division**

City Council is requested to approve a grant agreement with the North Carolina Department of Transportation (NCDOT), Public Transportation Division to annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets and that the City Manager be authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation (NCDOT), Public Transportation Division.

**Attachments:** [2. North Carolina Department of Transportation \(NCDOT\), Public Transportation](#)

[2021-572](#)**Contract-Alfa Laval - Westside Wastewater Treatment Plant - Sludge Dewatering Equipment Procurement**

City Council is requested to award a contract to Alfa Laval in the amount of \$693,168.00 for the pre-purchase of sludge dewatering equipment that will be installed under a future contract that will be put out for bid for the Westside WWTP Sludge Dewatering System Improvements project.

**Attachments:** [3. Contract - Alfa Laval Westside Wastewater Treatment Plant WWTP Sluc](#)

[2021-573](#)**Contract-Ruston Paving Co.--Oak Hollow Park Paving-Tennis Center/Maintenance Facility/Campground**

City Council is requested to award a contract to Ruston Paving Co. in the amount of \$374,845.00 for the paving of the entrance to the Campground from Centennial Street, all areas surrounding the indoor Tennis Center and the Maintenance facility and Section "C" of the campground.

**Attachments:** [4. Contract Ruston Paving Co. Oak Hollow Park Paving-Tennis Center-Mainte](#)

[2021-574](#)**Resolution Sale of City Owned Property - 302 & 309 Park Street**

City Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of 302 & 309 Park Street 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:** [5. 302 & 309 Park Street Sale of City Owned Property](#)

[2021-575](#)**Resolution Sale of City Owned Property - 1220 Carter Street**

Council is requested to adopt a resolution accepting the offer of \$7,000.00 and authorizing the sale of 1220 Carter Street 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. 1220 Carter Street Sale of City Owned Property](#)

**ADJOURNMENT**



# City of High Point

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

## Master

**File Number: 2021-569**

**File ID:** 2021-569

**Type:** Miscellaneous Item

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 12/28/2021

**File Name:**

**Final Action:**

**Title:** Establish Public Hearing - 2021 Edward Byrne Memorial Justice Assistance Grant Funding - JAG

City Council is requested to establish a public hearing date of Monday, January 18th at 5:30 p.m. for the purpose of receiving public comments on the funding for the 2021 Edward Byrne Memorial Justice Assistance Grant Funding (JAG).

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 1. Establish Public Hearing\_\_January 18, 2022\_\_2021 Edward Byrne Memorial Justice Assistance Grant Funding - JAG

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** amy.myers@highpointnc.gov

**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 2021-569



# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding**

**From:** J. Travis Stroud, Interim Chief of Police

**Meeting Date:** January 4, 2022

**Public Hearing:** N/A

**Advertising Date /**

**Advertised By:** N/A

**Attachments:** Images of Body-worn & In-car Camera Systems  
Public Hearing Notice-Legal Ad

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### **PURPOSE:**

Establish a public hearing date of Tuesday, January 18, 2022 at 5:30p.m. for the purpose of receiving public comments on the funding for the 2021 Edward Byrne Memorial Justice Assistance Grant.

### **BACKGROUND:**

The City of High Point is proposing to use the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) as pledged for a portion of the City's current Municipal Lease agreement of WatchGuard 4RE/VISTA In-car camera / body-worn camera systems with Motorola Solutions. The Municipal Lease Agreement was approved by City Council on June 1, 2020.

Funding will be presented to City Council in the form of public hearing and comment on Tuesday, January 18, 2022. The grant allotment of \$295,667 is a multi-agency award distributed between the City of Greensboro, High Point, and Guilford County. The City of Greensboro will serve as the lead and fiscal agent to administer the funding. The City of Greensboro will receive funding totaling \$164,088; The Guilford County Sheriff's Department will receive funding in the amount of \$73,713.40; and the City of High Point will receive funding in the amount of \$57,865.60.

These cameras are beneficial for not only capturing evidence of criminal acts, but also used for addressing citizen complaints.

### **BUDGET IMPACT:**

There are no funds required for match of this grant. The City of High Point entered into the lease agreement on June 26, 2020 with the first least payment not coming due until fiscal year 2021-22 on July 1, 2021 and future payments being made on an annual basis through July 1, 2024.

Year 1 – No payment required

Year 2 - \$345,109.00

Year 3 - \$345,109.00

Year 4 - \$345,109.00

Year 5 - \$345,109.00

## RECOMMENDATION /ACTION REQUESTED:

Council is requested to establish a public hearing date of Tuesday, January 18, 2022 at 5:30 p.m. for the purpose of receiving public comments on the High Point Police Department's use of funding awarded under the 2021 Edward Byrne Memorial Justice Assistance Grant.

J. Travis Stroud  
Interim Chief of Police

Vista Body Camera:



In-Car Camera System:

**ZERO SIGHTLINE (ZSL) CAMERA SPECS**



3.68" Wide x 1.24" High x 1.13" Deep

Resolution	720p+ HD (1280x720 Progressive Scanning)
Image Sensor/Type	Dual Exposure Progressive Scan CMOS (1/4" x 1/4")
Field of View	62 Degree Field of View (Horizontal)
Optics	F1.2 Fixed Focus, White-Ceramic Glass Lens
Connection type	USB/Mini HDMI, Selected Cable
Weight	4.5 lbs (1.6 kg)
Dimensions	1.80" x 1.13"

## **Legal Notice/Notice of Public Hearing**

Notice is hereby given in compliance with the U.S. Department of Justice (DOJ) Bureau of Justice Assistance (BJA) for funding authorized through the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation, that a public hearing will be held before the High Point City Council in consideration of the High Point Police Department's recent award notification of funding in the amount of \$57,865.60. The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 -10158); see also 28 U.S.C. 530C(a). Award allocations are determined by a four-step statutory formula.

The High Point Department is recommending that these funds be expended as pledged for a portion of the City's current Municipal Lease agreement of WatchGuard 4RE/VISTA In-car camera / body-worn camera systems with Motorola Solutions. The Municipal Lease Agreement was approved by City Council on June 1, 2020. There are no funds required for match of this grant. The City of High Point entered into the lease agreement on June 26, 2020 with the first least payment not coming due until fiscal year 2021-22 on July 1, 2021 and future payments being made on an annual basis through July 1, 2024.

Funding will be presented to City Council in the form of public hearing and comment on Tuesday, January 4, 2022 @ 5:30pm. The public can listen to the meeting via [www.highpointnc.gov/VirtualPublicMeeting](http://www.highpointnc.gov/VirtualPublicMeeting) No registration is required. Although the public is unable to physically participate due to COVID-19 mitigation efforts, the public can submit comments by

Calling 336-883-3522 and leaving a message, or by

Emailing written comments to [publiccomment@highpointnc.gov](mailto:publiccomment@highpointnc.gov), or by

Dropping off written comments in the city of High Point's utility payment drop-boxes located on both sides of the Municipal Building located at 211 S. Hamilton Street in the Green Drive and the Commerce Avenue parking lots.

All comments received will be forwarded to the City Council and will be incorporated as part of the permanent proceedings of the January 4, 2022 City Council Meeting. The City of High Point's Public Comment Policy restricts comments to no more than three (3) minutes which will apply for the telephone message submission. E-mail submissions and written comments should be kept at 350 words or less. The submission deadline is Friday, December 31, 2021.

## **Justice Assistance Grant**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. JAG funds may be used

for state and local initiatives to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The JAG program provides local agencies with the flexibility to prioritize and place justice funds where needed most. Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years. <https://bja.ojp.gov/program/jag/overview>

**STATE OF NORTH CAROLINA**

**KNOW ALL BY THESE PRESENTS**

**COUNTY OF GUILFORD**

**INTERLOCAL AGREEMENT**

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

**2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is hereby made and entered into this 1st day of October, 2020 by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

**W I T N E S S E T H :**

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

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

**WHEREAS;** in general, JAG funds awarded to a unit of local government under this FY 2021 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

**WHEREAS;** awards of at least \$25,000 or more are four years in length with an award period of October 1, 2020 through September 30, 2024;

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

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

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

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

**WHEREAS;** the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the 2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

**NOW THEREFORE,** the total award of **\$295,667** will be reallocated by the CITY OF GREENSBORO and the CITY OF HIGH POINT providing 20% of their allotment to the COUNTY. The distribution of funds will occur as follows:

#### **Section 1.**

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT a total of **\$57,865.60** in JAG funds. (Original award \$72,332 less 20% disparity amount of \$14,466.40 given to GUILFORD COUNTY).

#### **Section 2.**

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **\$73,713.40** in JAG funds. This is calculated as the original award of \$18,225 plus 20% disparity totaling \$55,488.40 from other two agencies (\$41,022 from the CITY OF GREENSBORO and \$14,466.40 from the CITY OF HIGH POINT).

#### **Section 3.**

The CITY OF GREENSBORO shall retain **\$164,088** in JAG funds. (Original award \$205,110 less 20% disparity amount of \$41,022 given to GUILFORD COUNTY).

#### **Section 4.**

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

## **Section 5.**

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

## **Section 6.**

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

## **Section 7.**

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

## **Section 8.**

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

## **Section 9.**

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

## **Section 10.**

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

## **Section 11.**

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

## **Section 12.**

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

## **Section 13.**

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

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

**CITY OF HIGH POINT, NC.**

**APPROVED AS TO CONTENT:**

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**Chief of Police**

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**Finance Director**

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**City Attorney**

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**City Manager**

**ATTEST:**

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**City Clerk**



**CITY OF GREENSBORO, NC.**

**APPROVED AS TO CONTENT:**

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**Chief of Police**

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**Deputy Finance Director**

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**City Attorney**

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**City Manager**

**ATTEST:**

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**City Clerk**

**GUILFORD COUNTY, NC.**

**APPROVED AS TO CONTENT:**

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**Sheriff's Department Representative**

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**County Attorney**

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**County Manager**

**ATTEST:**

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**Clerk to Board**

## SUB-RECIPIENT AGREEMENT

EFFECTIVE DATE: OCTOBER 1, 2020

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

FOR THE DISBURSEMENT OF JUSTICE ASSISTANCE GRANT PROGRAMS FUNDS

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

### RECITALS

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

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

WHEREAS, the U.S. Department of Justice (“USDOJ”) has approved Recipient’s application for funding under the FY 2021 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of \$295,667 (“JAG Funds”) to be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies contractual support, information systems for criminal justice and criminal justice-related research and evaluation activities, attached hereto as Exhibit “A”; and

WHEREAS, City entered into an Inter-local Agreement in 2021 which is retroactive to the beginning on the project period October 1, 2020 with Sub-recipient, et al., to reallocate the JAG Funds; and

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

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

NOW THEREFORE, the Parties do hereby agree as follows:

#### Section 1. GRANT FUNDS

Subject to the terms and conditions of this Agreement, Recipient agrees to make available and to disburse Grants Funds to Sub-recipient in the amount of \$57,865.60 to be used to pay for equipment as outlined in the grant application budget.

#### Section 2. DISBURSEMENT

The Sub-recipient shall have the right to disbursement from the Grant Funds on a quarterly basis after Recipient receives such funds from the USDOJ, and in any amount(s) approved by Recipient, such total amount(s) not to exceed \$57,865.60 in Grant Funds, provided Sub-recipient meets all the terms and conditions set forth in this Agreement.

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

### Section 3. TERM

This agreement and the terms and conditions contained herein shall remain in full force and effect from October 1, 2020 until September 30, 2024, the end of the Project Period as set forth in the Grant Award.

### Section 4. DOCUMENTS REQUIRED PRIOR TO DISBURSEMENT JAG FUNDS

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

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

### Section 5. ASSURANCES

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

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

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

### Section 6. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

#### Section 7. CHOICE OF LAW AND FORUM

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

#### Section 8. ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

#### Section 9. RECORDS AND REPORTS

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

#### Section 10. COMPLIANCE WITH LAW

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

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

#### Section 11. COMPLIANCE WITH CITY POLICY

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

#### Section 12. SUSPENSION AND TERMINATION

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

#### Section 13. EVENTS OF DEFAULT

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

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

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

The failure of Sub-recipient to use by September 30, 2024 the JAG funds for approved uses in implementing the approved project.

Section 14. INDEMNIFICATION

To the fullest extent permitted under law, Sub-recipient shall defend, indemnify, and save harmless City, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Sub-recipient or its Sub-recipients or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of City its agents, officers, or employees. In performing its duties under this section, Sub-recipient shall at its sole expense defend City, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of City that are otherwise provided in or arise out of this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of its term or otherwise) and termination of the services of the Contract under this Agreement.

Section 15. NO THIRD PARTY RIGHT CREATED

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

Section 16. MODIFICATION

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

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

\_\_\_\_\_  
Department Head Recommendation Authorization  
Brian James, Chief of Police

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

\_\_\_\_\_  
Deputy Finance Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF GREENSBORO  
AUTHORIZATION

ATTEST:

BY \_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk

ATTEST:

CITY OF HIGH POINT

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## Exhibit "A"

10/20/21, 10:23 AM

Active Funded Award

### ✓ Award Letter

October 12, 2021

Dear Christian Wilson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GREENSBORO, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$295,667.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

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

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

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

Exhibit “B”  
**Federal Laws and Regulations**

Federal Authorization

- This project is supported under FY 21 (BJA JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Administrative Requirements, Cost Principles & Audit Requirements

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

Financial Oversight

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

Government-Wide Common Rules

The uniform administrative requirements for grants and cooperative agreements to State and local units of government (also known as Grants Management Common Rule for State and Local Units of Government) for the Department of Justice (DOJ) are codified at Title 28 CFR Part 66.

The uniform administrative requirements for grants and cooperative agreements with institutions of higher education, hospitals, and other nonprofit organizations for DOJ are codified at Title 28 CFR Part 70.

- Government-wide Debarment and Suspension (Non-procurement) is codified at Title 2 CFR Part 180, with DOJ-specific rules at Title 2 CFR Part 2867.
- Government-wide requirements for drug-free workplace (grants) rules are codified at Title 28 CFR Part 83.
- Restrictions on lobbying are codified at Title 28 CFR Part 69.

Administrative, National Policy, and other Legal Requirements

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Standard Assurances

Solicitation Requirements

- Civil Rights Requirements
- Financial Requirements
- Organizational Requirements
- Evidence, Research, and Evaluation Guidance and Requirements
- Mandatory Award Terms and Conditions
- Other Requirements

Mandatory Award Terms and Conditions Include:

- Financial Guide
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38, Part 42 and Part 54
- Audit - States, Units of Local Government, or Non-Profit Organizations
- Use of Federal Funds
- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct
- High-risk - Cf. 28 C.F.R. parts 66, 70

- Registration with the System for Award Management and Universal Identifier Requirements
- Text Messaging Policy
- Conference Costs
- Training Guiding Principles for Awardees
- Reporting of Potential Duplication of Federal Funding for Identical Cost Items
- Requirement to report actual or imminent breach of personally identifiable information (PII)

#### Financial Management and System of Internal Controls

In accordance with 2 CFR 200, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. The award recipient must:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- (c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training.

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

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

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

The City of Greensboro will complete periodic onsite monitoring of sub-recipients in accordance with grantor requirements and related regulations to examine financial and programmatic records and observe operations. Sub-recipients will be monitored as required by the grant or at least annually; or more frequently if circumstances or program guidance warrants. These visits will be scheduled in advance; a list of testing items will be provided. A written report will be completed for all formal site visits. Non-compliance and/or recommendations will be documented and the sub-recipient must resolve and correct findings timely and effectively.

- ❑ **Program monitoring-** Program monitoring will include, but not be limited to, discussion concerning the program operation, any problems or concerns associated with the program, and verification of information reported on the program monthly/quarterly reports/close out reports. Programs providing direct client services are subject to client file review, and should maintain appropriate releases of information to allow. Sample listing of information that may be reviewed programmatically:
  1. Inventory control listing for equipment
  2. Tags/labels on equipment
  3. Local procurement/purchasing policy
  4. Internal controls
  5. Program reporting
  6. Travel policy
  7. Personnel policy
- ❑ **Financial monitoring-** Financial monitoring will include, but not be limited to, comparison of recipient/sub-recipient financial reports with general ledgers to determine that claimed expenses have been charged to the proper accounts and that proper documentation exists to support claims for personnel, travel, etc., and that equipment, if purchased, has been inventoried and is being used for the stated purpose. Additionally, the agency's overall financial internal controls and policies and procedures may be reviewed and recommendations made if appropriate or necessary. Sample listing of information that may be reviewed financially:
  1. Purchase order/requisition
  2. Invoices/receipts from vendor
  3. Bid/quote records
  4. Sole source letters, where applicable
  5. Cash management
  6. Financial reporting

- ❑ **Timely response to written requests from City staff** - All written requests from City staff shall be responded to by the Contractor in writing within two (2) weeks of receipt. Responses shall be complete, or for items that have extenuating

circumstances, such as requiring board meetings or approval, the agency will provide the City, within the two week period, an outline of the process and timeline needed to provide the complete information requested. Under extenuating circumstances, full responses shall be submitted within 45 days from date of request or a date agreed to by Greensboro Police Department Fiscal Management staff.

- ❑ **Record-Keeping Guidelines** - Record-keeping as prescribed by contracts will be strictly followed, and records will be kept in retrievable, reviewable, safe, and auditable condition for at least three (3) years from the date of final closeout notification. If any litigation, claim, negotiation, audit or other action involving these records is initiated during the 3-year period, the records should be kept until completion of such action. These records should be easily located and should be properly protected against fire or other damage.
- ❑ **Commingling of Funds Prohibited** - Contracts with recipients of City funds require that City of Greensboro funds provided to the entity for services or activities to be performed be maintained in a bank account or general ledger account that is clearly separate and distinguishable from other fund accounts or a separate bank account at the discretion of the organization. The City reserves the right to inspect fund accounts at any time to ensure compliance. Funding will be suspended to any organization found to be in non-compliance. Appropriate legal action will be taken as necessary.
- ❑ **Procurement** - Contracts for building, construction, or rehabilitation funded with City funds shall be carried out in compliance with all applicable State, Federal, and local laws and regulations. (See "Exhibit A")
- ❑ **City's Right to Visit Fund Recipients and Monitor for Compliance** - The City will enforce Zero Tolerance regarding fund recipients who refuse to comply with monitoring and auditing visit requests. The following actions will be taken:
  1. Funding will be immediately suspended if the agency refuses the visit or access to financial/program records.
  2. Legal remedies will be sought as appropriate
- ❑ **Audit Requirements** – Sub-recipients must obtain and submit a copy of the required audit to the City of Greensboro within 30 days of issuance and approval of the report, or as provided in the grant agreement. The sub-recipient must directly notify the City of Greensboro of any audit findings related to the sub-award. The City of Greensboro may use the information in the Federal Audit Clearinghouse Database as evidence to verify that the required audit was performed and that the sub-recipient had no audit findings. In cases of continued inability or unwillingness of a sub-recipient to have the required audits conducted, the City of Greensboro shall take appropriate action by using sanctions as prescribed in OMB Circular A-133.

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

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



# City of High Point

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

## Master

File Number: 2021-570

File ID: 2021-570

Type: Contract

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 12/28/2021

File Name:

Final Action:

**Title:** Contract - Change Order #1 - Breece Enterprises, Inc. - East State Avenue  
Water & Sewer Phase 2-Replace Manhole

City Council is requested to approve Change Order #1 with Breece Enterprises, Inc. in the amount of \$74,900.00 for replacement of the manhole, associated sanitary sewer connections, and asphalt resurfacing of the intersection after utility construction is complete and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

**Attachments:** 1a. Contract\_\_Change Order #1-Breece Enterprises  
Inc. - East State Avenue Water & Sewer Phase  
2-Replace Manhole

Enactment Number:

Contact Name:

Hearing Date:

**Drafter Name:** amy.myers@highpointnc.gov

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 2021-570

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Change Order #01 - East State Ave Water and Sewer Contract**

**From:** Trevor Spencer, PE  
Engineering Services Director

**Meeting Date:** January 4, 2022

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Change Order Documents

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### **PURPOSE:**

The Engineering Services Department recommends approval of change order number 01 for contract 2021-002 East State Avenue Water and Sewer Ph-2. This change order includes all pay items to perform the work to replace an extra depth manhole and associated sanitary sewer connections in the intersection of East State Avenue and Johnson Street. The existing manhole condition was found to be very poor and deteriorated, which was originally installed in 1926. City staff found it prudent to address this maintenance issue under the current contract, rather than impacting traffic and customers under a separate project in the future.

### **BACKGROUND:**

On Tuesday, June 1, 2021 the City of High Point fully executed Contract ENG-2021-002 to Breece Enterprises, Inc. in the amount of \$674,055.00.

A change order proposal in the amount of \$79,400.00 was received from Breece Enterprises, Inc. for replacement of the manhole, associated sanitary sewer connections, and asphalt resurfacing of the intersection after utility construction is complete.

### **BUDGET IMPACT:**

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

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

On behalf of the Public Services Department, the Engineering Services Department recommends approval of the change order and that the appropriate City official and/or employee be authorized to execute all necessary documents to approve the change order in the amount of \$74,900.00 and increase the contract, ENG2021-002, amount to \$753,455.00.



**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:  CONTRACT NO.:  DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:  AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:  DATE:

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

PURCHASING MANAGER:  DATE:

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR:  DATE:

CITY MANAGER:  DATE:



# CITY OF HIGH POINT

## CHANGE ORDER/SUPPLEMENTAL AGREEMENT

P.O. BOX 230, HIGH POINT, NC 27261  
ENGINEERING SERVICES DEPARTMENT



CHG. ORDER/SUP. AGREEMENT NO. 01	CONTRACT NO. ENG 2021-002	BID NO. 17-050521	CONTRACT: East State Ave Water and Sewer PH-2
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TO: Breece Enterprises, Inc. High Point, NC  
(CONTRACTOR)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Extend the above-described contract, approve changes for additional work not listed in the original contract and establish the following unit and lump sum price(s):		
MANHOLE 0-6 FT 1 EACH (EA) @ 6000.00		\$6,000.00
MANHOLE EXTRA DEPTH 10.3 LINEAR FEET (LF) @ 1000.00/LF		\$10,300.00
OUTSIDE DROP CONNECTION 2 EA @ 15,000.00/EA		\$30,000.00
JOHNSON ST TRAFFIC CONTROL 1 LUMP SUM (LS) @ 3000.00/LS		\$3,000.00
BYPASS PUMPING 1 LS @ 4500.00		\$4,500.00
ASPHALT BINDER FOR PLANT MIX 5 TONS (TN) 725.00/TN		\$3,625.00
ASPHALT SURFACE COURSE 85 TN @ 135.00/TN		\$11,475.00
ASPHALT MILLING 1.5 INCH DEPTH 750 SQUARE YARDS (SY) @ 10.00/SY		\$7,500.00
RESURFACING TRAFFIC CONTROL JOHNSON ST 1 LS @ \$3000.00/LS		\$3,000.00
Net Change in Contract Price:		\$79,400.00
Justification and reason for change: Items needed to perform the Work and unit pricing was not included in the original contract. Due to the depth of the sanitary sewer main a new manhole with outside drops is needed in the intersection of East State Ave and Johnson Street.		

Lawson Account Number: 421779 533701 421001012805 40201 \$376,727.50

Lawson Account Number: 421779 533701 421001010205 40201 \$376,727.50

Previous Contract Total: \$674,055.00

The contract total including this, and previous Change Orders/Supplement Agreements will be revised to \$753,455.00

Revised completion date: No Change

This document will become a supplement to the contract and all provisions will apply hereto:

Requested By: Benny Daul  
(Construction Contracts Administrator)

11/1/2021  
(Date)

Recommended: Tommy Brown  
(Engineering Services Director)

11/1/2021  
(Date)

Accepted: [Signature]  
(Breece Enterprises, Inc.)

11/1/21  
(Date)

Approved: \_\_\_\_\_  
(City of High Point)

\_\_\_\_\_  
(Date)

Approved: \_\_\_\_\_  
(Finance Department)

\_\_\_\_\_  
(Date)





UNDERGROUND UTILITY CONSTRUCTION  
HIGH POINT, NC • Est. 1985

631 OLD THOMASVILLE RD  
HIGH POINT, NC 27260  
PHONE: 336-841-0889 FAX: 3368410847

10/28/2021  
EAST STATE AVE  
SEWER TIE IN AT JOHNSON ST

MR. BENNY DEEL  
CITY OF HIGH POINT  
P.O. BOX 230  
HIGH POINT, NC 27261

**OPTION 1: REPLACE MH-5 WITH TWO OUTSIDE DROP CONNECTIONS**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
061170	MANHOLE 0-6	1	EA	6,000.00	6,000.00
061220	MANHOLE EXTRTA DEPTH	10.3	LF	1,000.00	10,300.00
	OUTSIDE DROP CONNECTION	2	EA	15,000.00	30,000.00
	JOHNSON STREET TRAFFIC CONTROL	1	LS	3,000.00	3,000.00
	BYPASS PUMPING	1	LS	4,500.00	4,500.00
20020	ASPHALT BINDER FOR PLANT MIX	5	TN	725.00	3,625.00
20065	ASPHALT SURFACE COURSE	85	TN	135.00	11,475.00
20210	MILLING ASPHALT 1.5 INCH DEPTH	750	SY	10.00	7,500.00
	JOHNSON STREET RESURFACING TRAFFIC CONTROL	1	LS	3,000.00	3,000.00
<b>TOTAL</b>					<b>\$ 79,400.00</b>

*[Signature]*  
11/1/21



# City of High Point

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

## Master

**File Number: 2021-571**

**File ID:** 2021-571

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 12/28/2021

**File Name:**

**Final Action:**

**Title:** Contract - Furniture Market Transportation Grant Agreement - North Carolina Department of Transportation (NCDOT) - Public Transportation Division

City Council is requested to approve a grant agreement with the North Carolina Department of Transportation (NCDOT), Public Transportation Division to annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets and that the City Manager be authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation (NCDOT), Public Transportation Division.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 2. North Carolina Department of Transportation (NCDOT), Public Transportation Division\_\_High Point Furniture Market Transportation Assistance Funding Agreement

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** amy.myers@highpointnc.gov

**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 2021-571

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Furniture Market Transportation Grant Agreement

**From:** Mark McDonald, P.E., Transportation Director **Meeting Date:** January 4, 2022

**Public Hearing:** N/A

**Advertising Date /**

**Advertised By:**

N/A

**Attachments:** A. Award Letter  
B. Authorizing Resolution

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### PURPOSE:

The grant agreement provides \$1,200,000 in funding to assist with Furniture Market transportation services.

### BACKGROUND:

The North Carolina Department of Transportation, Public Transportation Division annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets.

### BUDGET IMPACT:

This item is a pass-through item and has a neutral impact on the City's budget.

### RECOMMENDATION / ACTION REQUESTED:

Staff recommends the City Manager be authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

March 16, 2021

Mr. Greg Demko, City Manager  
City of High Point  
P. O. Box 230  
High Point, North Carolina 27261

RE: FY22 Demonstration Grant Program  
Project No.: 22-DG-113  
WBS Element No.: 36223.3.14.2  
Period of Performance: 7/1/202021 – 6/30/202022

Dear Mr. Demko:

On March 4, 2021, the Board of Transportation approved your organization's request for an FY22 Demonstration Grant in the amount of \$1,200,000. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield  
Director

RB\mf  
Attachments

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
INTEGRATED MOBILITY DIVISION  
1550 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1550

Telephone: 919-707-2600  
Fax: 919-733-1391  
Customer Service: 1-877-368-4968

Website : [www.ncdot.gov](http://www.ncdot.gov)

Location:  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

RESOLUTION  
AUTHORIZING THE CITY OF HIGH POINT  
TO ENTER INTO AN AGREEMENT WITH  
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by \_\_\_\_\_ *(name and title)* and  
seconded by \_\_\_\_\_ *(name and title)* for adoption  
of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation services for the biennial Furniture Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **up to \$1,400,000** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....  
I, **Lisa Vierling, City Clerk** do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **High Point City Council** duly held on the **4th** day of **January, 2022**.

\_\_\_\_\_  
Signature of Certifying Official





# City of High Point

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

## Master

**File Number: 2021-572**

**File ID:** 2021-572

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 12/28/2021

**File Name:**

**Final Action:**

**Title:** Contract-Alfa Laval - Westside Wastewater Treatment Plant - Sludge Dewatering Equipment Procurement

City Council is requested to award a contract to Alfa Laval in the amount of \$693,168.00 for the pre-purchase of sludge dewatering equipment that will be installed under a future contract that will be put out for bid for the Westside WWTP Sludge Dewatering System Improvements project.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 3. Contract - Alfa Laval \_\_ Westside Wastewater Treatment Plant WWTP \_\_ Sludge Dewatering Equipment Procurement

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** amy.myers@highpointnc.gov

**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 2021-572**

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Westside WWTP Sludge Dewatering Equipment Procurement  
Alfa Laval

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

**Meeting Date:** January 4, 2022

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A- Letter of Recommendation, Bid #07-102821

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### PURPOSE:

To pre-purchase sludge dewatering equipment that will be installed under a future contract that will be put out for bid for the Westside WWTP Sludge Dewatering System Improvements project.

### BACKGROUND:

The current dewatering equipment at the Westside WWTP was last renovated in the mid-1990's. There have been ongoing maintenance problems with the dewatering equipment which is approaching the end of its useful life. The existing dewatering equipment consists of a single centrifuge, polymer feed system, sludge conveyor, truck loading system, and an undersized odor control system. The City currently dewateres the Westside sludge and trucks it to the Eastside WWTP incinerator system for disposal.

On October 1, 2021, the Purchasing Division released for bids the Westside WWTP Sludge Dewatering Equipment Procurement project which included the pre-purchase of a centrifuge, polymer feed system, and an inclined screw conveyor. A total of four (4) bids were received and the lowest responsive responsible bidder is Alfa Laval in the amount of \$693,168.

The engineer's cost estimate of the sludge dewatering equipment was \$760,000.

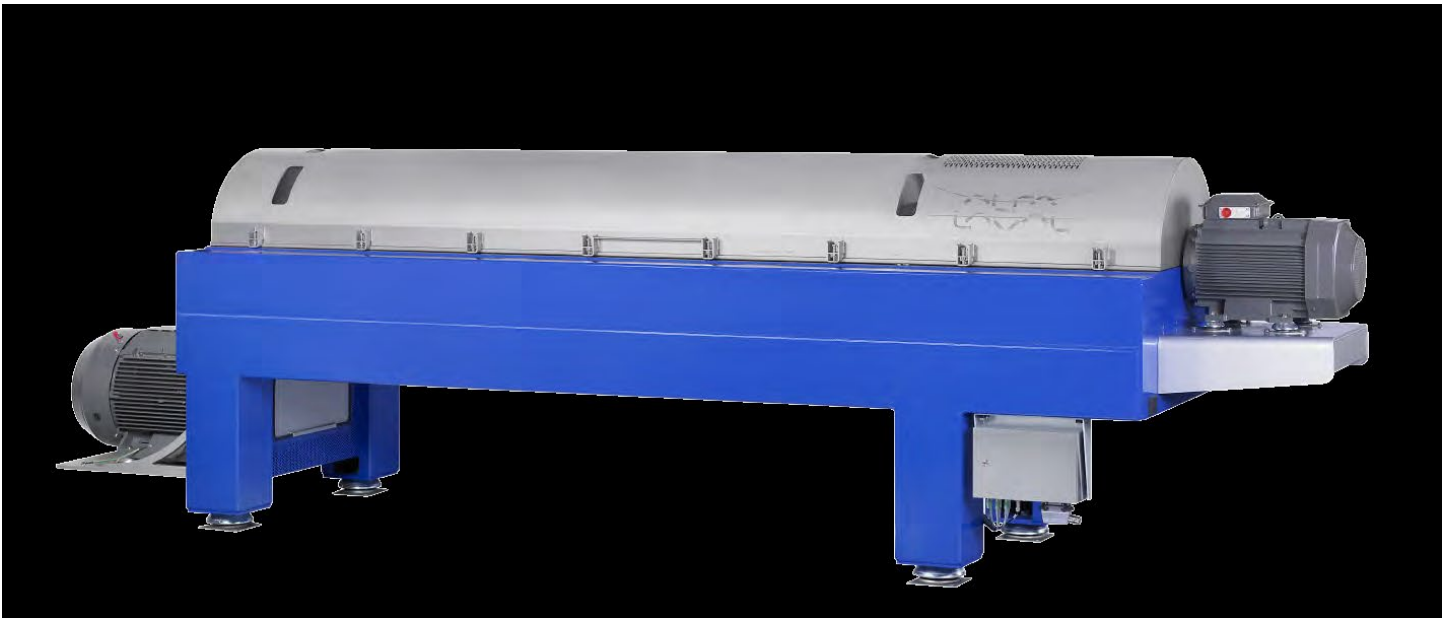
### BUDGET IMPACT:

Funds for this project are available in the 2021/2022 Budget.

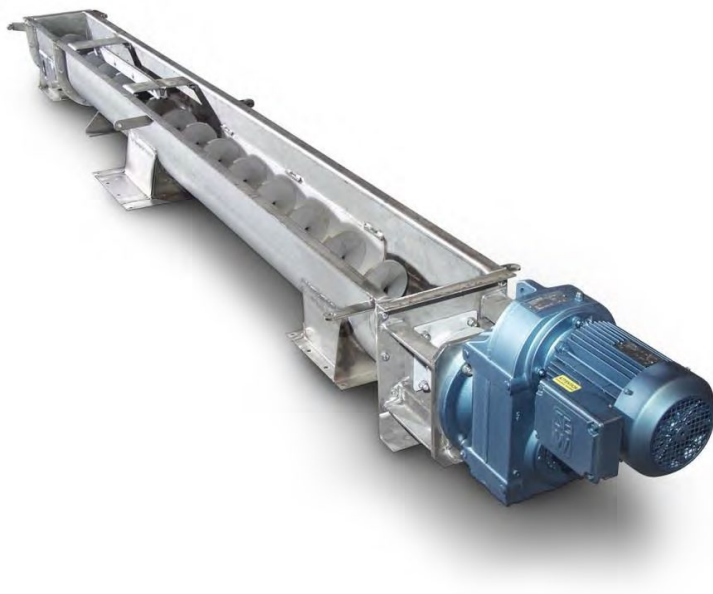
### RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks for the Council to award the contract to Alfa Laval in the amount of \$693,168.





Alfa Laval Centrifuge- ALDEC 105 Centrifuge



KWS Shaftless Screw Conveyor



Polymer Feed System



Variable Frequency Drive



**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:  CONTRACT NO.:  DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:  AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:  DATE:

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

PURCHASING MANAGER:  DATE:

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR:  DATE:

CITY MANAGER:  DATE:



December 9, 2021  
File: 175513001

**Attention: Mr. Derrick Boone, Assistant Director of Public Services**  
City of High Point, PO Box 230, High Point, NC 27261

Dear Mr. Boone,

**Reference: Westside WWTP Sludge Dewatering Equipment Procurement,  
Letter of Recommendation, BID #07-102821**

The Advertisement for Bids for the Westside WWTP Sludge Dewatering Equipment Procurement project requested sealed bids be received by 2:00 PM on Thursday, October 28, 2022. Four Sludge Dewatering Equipment Suppliers presented bids at this time and the bids were opened and publicly read aloud. The bid results are summarized as follows:

Bidder	Acknowledged Addenda 1R?	Bid Amount		Base Bid Manufacturer
		Item 1 – Equipment Procurement	Item 2 – Temporary Equipment Storage	
GEA Group AG	Yes	\$591,000.00	\$10,000/month	Polymer – Velo-Blend Centrifuge – GEA Group AG Conveyor – JDV Equipment Corp
Alfa Laval	Yes	\$693,168.00	\$800/month	Polymer – Velo-Blend Centrifuge – ALDEC 105 Conveyor – KWS Mfg. Co.
Andritz Separation Technologies	Yes	\$714,000.00	\$400/month	Polymer – UGSI DynaBlend Centrifuge – Andritz D6LX Conveyor – Spirac
Centrisys/CNP	Yes	\$995,100.00	\$1,200/month	Polymer – Velo-Blend Centrifuge – Andritz D6LX Conveyor – KWS Mfg. Co.

Evaluation of the four bid packages by Stantec included review of the procurement submittals, list of base bid manufacturers, specification deviations, and additional terms and conditions submitted by the Bidders. An abundance of irregularities were found in the Bids. A comparison of the bid review comments for the four original bids is found in Attachment A. In accordance with the Notice to Bidders, the City of High Point may choose to waive irregularities and informalities and negotiate a Contract Agreement with the lowest, qualified, responsible, responsive Bidder.

December 9, 2021

Mr. Derrick Boone, Assistant Director of Public Services

Page 2 of 2

**Reference:** Westside WWTP Sludge Dewatering Equipment Procurement, Letter of Recommendation, BID #07-102821

Submitting a bid price of \$591,000.00, the apparent successful Bidder for the Westside WWTP Sludge Dewatering Equipment Procurement project is GEA. As such, the City entered into negotiations with GEA on November 23, 2021, to resolve irregularities in the bid and to reject, modify, or accept GEA's additional terms and conditions. GEA was given the opportunity to modify their Bid per the review comments provided during that meeting. On December 3, 2021, GEA submitted a revised Bid that failed to conform with review comments. In a letter dated December 6, 2021, the City informed that GEA and the City of High Point were unable to reach an agreement regarding the terms and conditions of Bid 07-102821 Westside WWTP Sludge Dewatering Equipment, and that the City would negotiate with the next low bidder.

Submitting a bid price of \$693,168.00, the next lowest Bidder for the Westside WWTP Sludge Dewatering Equipment Procurement project is Alfa Laval. The City similarly entered into negotiations with Alfa Laval to resolve irregularities in their bid. Alfa Laval modified and resubmitted their Bid in general conformance with review comments. Alfa Laval is a reputable centrifuge manufacturer and equipment supplier and has successfully provided high-solids centrifuges, polymer systems and conveyors for similar applications. Based on the evaluation of their revised Bid package, we see no reason why the contract for the Westside WWTP Sludge Dewatering Equipment Procurement project should not be awarded to Alfa Laval.

Please do not hesitate to contact me if you have any questions about this recommendation.

Regards,

**Stantec Consulting Services Inc.**



**Linda Pass, PE**

Principal

704-488-2171

Linda.Pass@stantec.com

**Attachment:** Attachment A – Original Bid Review Comments

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BIDDER / SUPPLIER	MFRS CONTACT	LOCAL REP	GEA Group AG (Westfalia)	Alfa Laval	Andritz Separation Technologies	Centrisys
<b>BID</b>						
<b>EQUIPMENT PRICE</b>						
<b>UNIT PRICE for EQUIPMENT STORAGE</b>						
<b>PROCUREMENT SUBMITTALS</b>						
Equipment Brochures, etc						
Manufacturer's Performance Affidavit for Guaranteed Performance Requirements						
List of Deviations from Spec						
Centrifuge Extended Warranty 18 mo following installation 24 mo following delivery						
Abrasion Protection System Warranty						
Layout Drawings						
Design Data Sheets (drives, motors, bearings, vibration isolation system w/calcs, PIDs, Spare parts)						
Bill of Materials						
Other						
<b>BASE BID MANUFACTURER</b>						
Centrifuge Model No.						
Polymers Equipment						
Conveyor Equipment						
<b>CENTRIFUGE SPECIFICATIONS</b>						
Minimum Bowl Diameter						
G-Force						
Length x W x H						
Main Drive /VFD						
Scroll Drive / VFD						
Control Panel / Power Panel						
PLC						
LCCP						
Spare Parts						
Lubrication						
Bearings						
Installation & Testing 10 days Startup & Training 2 days Warranty Service 2 days						
Testing & Startup Services						
Power run through						
Other Exceptions to the Specifications						
<b>TERMS AND CONDITIONS</b>						
Milestone #1 - shop dwg submittal						
Milestone #2 - response to comments						
Milestone #3 - equip delivery						
LD's						
<b>PAYMENT TERMS</b>						
Covid/Supply Chain Statement						



# City of High Point

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

## Master

**File Number: 2021-573**

**File ID:** 2021-573

**Type:** Contract

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 12/28/2021

**File Name:**

**Final Action:**

**Title:** Contract-Ruston Paving Co.--Oak Hollow Park Paving-Tennis Center/Maintenance Facility/Campground

City Council is requested to award a contract to Ruston Paving Co. in the amount of \$374,845.00 for the paving of the entrance to the Campground from Centennial Street, all areas surrounding the indoor Tennis Center and the Maintenance facility and Section "C" of the campground.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 4. Contract\_\_Ruston Paving Co. Oak Hollow Park  
Paving-Tennis Center-Maintenance  
Facility-Campground

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** amy.myers@highpointnc.gov

**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 2021-573**

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Oak Hollow Park Paving

**From:** Lee Tillery –Parks and Recreation Director  
Trevor Spencer, Engineering Services Director

**Meeting Date:** January 4, 2022

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Bid Tabulation  
Department Recommendation Form

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### PURPOSE:

The paving and resurfacing of select areas at the Oak Hollow Tennis Center, Maintenance Facility and Campground.

### BACKGROUND:

Our Department began the process of identifying areas with our infrastructure that are in need of resurfacing and/or paving just over five years ago. This project focuses on paving areas in need of repair at Oak Hollow that include the entrance to the Campground from Centennial, all areas surrounding the indoor Tennis Center and Maintenance facility and Section “C” of the campground. These areas are showing signs of deterioration, while still being areas of high use with vehicular traffic, public usage and maintenance equipment. Bid 8016-120821 is attached and lowest, responsible bidder was Ruston Paving Co, Inc. at a price of \$374,845.00.

### BUDGET IMPACT:

Base bid amount of \$374,845.00. Funding from the PAYGO Capital Improvement Plan.

### RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends Council approve the contract with Ruston Paving Co, Inc.



## Bid Tabulation

**City of High Point, North Carolina  
Parks and Recreation Resurfacing Oak Hollow Campground  
Bid 8016-120821 / Wednesday, 12/08/21 2:00 PM**

<b>Contractor</b>	<b>Addendum</b>	<b>Bid Bond</b>	<b>Proposal Form</b>	<b>MWBE Forms</b>	<b>Base Bid / Alt. 1 / Alt. 2</b>
Ruston Paving Co. Inc.	Yes	Yes	Yes	Yes	\$374,845.00 / \$39,520.00 / \$124,443.00
Hanes Construction Co.	Yes	Yes	Yes	No	\$459,854.00 / \$54,189.60 / \$141,759.60



# City of High Point

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

## Master

**File Number: 2021-574**

**File ID:** 2021-574

**Type:** Resolution

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 12/28/2021

**File Name:**

**Final Action:**

**Title:** Resolution Sale of City Owned Property - 302 & 309 Park Street

City Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of 302 & 309 Park Street 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:** 5. 302 & 309 Park Street\_\_Sale of City Owned Property

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** amy.myers@highpointnc.gov

**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 2021-574**

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Resolution Sale of City Owned Property – 302 and 309 Park Street**

**From:** JoAnne Carlyle, City  
**Attorney Public Hearing:** Not  
**Required Attachments:** Resolution  
Map

**Meeting Date:** Tuesday, January 4, 2022

**Advertising Date:** N/A

**Advertised By:** N/A

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#### **Purpose/Background:**

American Property Services, Co. has offered a bid of \$10,000.00 for two City owned vacant lots (1) located at 302 Park Street, Parcel No. 175322, consisting of approximately 8,712 square feet (0.20 acre) in size, and (2) located at 309 Park Street, Parcel No. 175349, consisting of approximately 9,147 feet (0.21 acre) in size. The properties were received by the City in 2021 from a tax foreclosure.

#### **Budget Impact:**

N/A

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

Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of the properties 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.



**RESOLUTION OF HIGH POINT CITY COUNCIL  
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY  
LOCATED AT 302 AND 309 PARK STREET, HIGH POINT, NC**

**WHEREAS**, The City of High Point (“City”) owns a two vacant lots: (1) consisting of approximately 8,712 square feet (0.20 acre) in size identified as Parcel No. 175322, 302 Park Street, and (2) consisting of approximately 9,147 square feet (.21 acre) in size identified as Parcel No. 175349, 309 Park Street, High Point, North Carolina (“Properties”); and

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

**WHEREAS**, American Property Services, Co. has offered a bid of \$10,000 for the Properties and paid the amount of \$500.00, 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 properties, 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 properties to American Property Services, Co.

Adopted this the 4th day of January, 2022.

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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: 2021-575**

**File ID:** 2021-575

**Type:** Resolution

**Status:** To Be Introduced

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 12/28/2021

**File Name:**

**Final Action:**

**Title:** Resolution Sale of City Owned Property - 1220 Carter Street

Council is requested to adopt a resolution accepting the offer of \$7,000.00 and authorizing the sale of 1220 Carter Street 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. 1220 Carter Street\_\_Sale of City Owned Property

**Enactment Number:**

**Contact Name:**

**Hearing Date:**

**Drafter Name:** amy.myers@highpointnc.gov

**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 2021-575**

# CITY OF HIGH POINT

## AGENDA ITEM



### **Title: Resolution Sale of City Owned Property – 1220 Carter Street**

**From:** JoAnne Carlyle, City Attorney

**Meeting Date:** Tuesday, January 4, 2022

**Public Hearing:** Not Required

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Resolution  
Map

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### **Purpose/Background:**

William Dockery has offered a bid of \$7,000.00 for a City owned vacant lot located at 1220 Carter Street, Parcel No. 175164. The property is approximately 8,712 square feet (0.20 acre) in size. The property was received by the City in 2020 from a tax foreclosure.

### **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.





**RESOLUTION OF HIGH POINT CITY COUNCIL  
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY  
LOCATED AT 1220 CARTER STREET, HIGH POINT, NC**

**WHEREAS**, The City of High Point (“City”) owns a vacant lot consisting of approximately 8,712 square feet (0.20 acre) in size identified as Parcel No. 175164, 1220 Carter Street, 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**, William Dockery has offered a bid of \$7,000 and 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 William Dockery.

Adopted this the 4th day of January, 2022.

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Mayor Jay W. Wagner

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Lisa B. Vierling,  
High Point City Clerk