

City of High Point

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



Meeting Agenda

Wednesday, November 10, 2021

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Mayor Pro Tem, Chair

Committee Members:

Michael Holmes

Monica Peters

Victor Jones

Jay Wagner, Mayor (Alternate)

NOTICE:

Face Coverings (Face Masks) are now required inside all public places/buildings in Guilford County.

The Guilford County Board of County Commissioners in their capacity as the Guilford County Board of Health Re-Instated a Mandatory Mask Policy which will be effective on Friday, August 13th at 5:00 p.m.

The mandate requires that:

(1) Individuals must wear Face Coverings when indoors in all businesses, establishments, and public places.

(2) All businesses, establishments, and public places must require that all persons wear Face Coverings when indoors on their premises.

**For additional information on the Guilford County Mask Mandate, please visit:
www.guilfordcountync.gov**

FINANCE COMMITTEE - Mayor Pro Tem Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS****[2021-492](#)**

Report of Surplus Equipment Disposal FY 19/20 & 20/21

City Council is requested to acknowledge receipt of the report of sale of surplus equipment for FY 2019/2020 & FY 2020-2021.

Attachments: [2. Fleet Report - GovDeals Sales Yrs 20-21 & 19-20\(VER2\)](#)

[2021-493](#)

Contract - Black & Veatch International Company - Engineering Services - Rich Fork Diversion Pump Station

City Council is requested to award a contract in the amount of \$163,000 to Black & Veatch International Company for professional engineering services to evaluate the necessary capacity and site selection of a new sanitary sewer pump station that would divert flow from the Riverdale Pump Station.

Attachments: [3. Black and Veatch International Co - Professional Engineering Services - Rich](#)

- [2021-494](#) Contract - Change Order - Johnson Controls - High Point Police Department
City Council is requested to approve a contract increase in the amount of \$113,614.68 with Johnson Controls for the new High Point Police Department located at 1730 Westchester Dr. High Point, NC.
Attachments: [4. Contract Change Order - Johnson Control HPPD](#)
- [2021-495](#) Contract - ElectriCities Joint Purchasing Agreement
City Council is requested to approve a three-year Joint Purchasing Agreement with ElectriCities.
Attachments: [5. ElectriCities Joint Purchasing Agreement](#)
- [2021-496](#) Contract - WESCO Distribution - Montlieu Avenue - Underground Cable
City Council is requested to award a contract to WESCO Distribution in the amount of \$739,407.75 for the purchase of underground cable for the overhead to underground electric conversion on Montlieu Avenue.
Attachments: [6. Contract - WESCO Distribution - Underground Cable - Montlieu Project](#)
- [2021-497](#) Resolution - Authorize Issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds
City Council is requested to adopt a resolution authorizing the issuance of up to \$21 million Series 2021A Taxable Combined Enterprise System (CES) Refunding Bonds and up to \$32 million Series 2021B Taxable CES Refunding Bonds.
Attachments: [7. Issuance of Series 2021A & Series 2021B CES Revenue Refunding Bonds](#)
- [2021-498](#) Resolution - NCDOT Section 5303 Planning Grant Agreement
City Council is requested to adopt a resolution approving an agreement with North Carolina Department of Transportation (NCDOT) for the federal and state share of the FY22 Section 5303 planning grant and authorize the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project.
Attachments: [8. Resolution - FY22 NCDOT Section 5303 Grant Agreement](#)
- [2021-505](#) Agreement - Equipment Rental - City of Kannapolis - Train Engine
City Council is requested to ratify an Equipment Rental Agreement with the City of Kannapolis for the use of a 2018 C.P. Huntington Engine for upcoming holiday events and that the City Manager and/or designee be authorized to execute all necessary documents.
Attachments: [Equipment Rental Agreement](#) [City of Kannapolis](#)

ADJOURNMENT

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

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 November 15, 2021:

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

Members Absent: None

* * * * *
* * *

Mayor Jay W. Wagner introduced the following resolution, 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:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL AND CERTAIN RELATED MATTERS

WHEREAS, the City of High Point, North Carolina (the “*City*”) currently operates a water system and sanitary sewer system, both of which provide service to the residents of the City and its environs;

WHEREAS, the City has previously issued City of High Point, North Carolina Combined Enterprise System Revenue Refunding Bonds Series 2012A (the “*2012A Bonds*”) pursuant to a Trust Agreement dated as of November 1, 2004, as supplemented and amended (the “*Trust Agreement*”), between the City of High Point, North Carolina and Wachovia Bank, National Association, the successor to which is U.S. Bank National Association, as trustee (the “*Trustee*”), and a Fifth Supplemental Trust Agreement dated as of June 1, 2012 between the City and U.S. Bank National Association, as trustee, in order to refinance prior indebtedness used to make various improvements to the City’s water system and sanitary sewer system;

WHEREAS, the City has previously issued City of High Point North Carolina Combined Enterprise System Revenue Bonds Series 2014 (the “*2014 Bonds*”) pursuant to the Trust Agreement and a Sixth Supplemental Trust Agreement dated as of May 1, 2014 between the City and the Trustee, to make various improvements to the City’s existing water and sanitary sewer systems;

WHEREAS, the City Council (the “City Council”) of the City has been advised by the Financial Services Director that the City can achieve debt service savings by refinancing the 2012A Bonds and the 2014 Bonds;

WHEREAS, the City Council is considering the issuance of not to exceed \$21,000,000 City of High Point, North Carolina Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A (or other appropriate designation) (the “2021A Bond”) to (1) refinance all or a portion of the 2012A Bonds and (2) pay the related costs of issuance;

WHEREAS, the City Council is considering the issuance of not to exceed \$32,000,000 City of High Point, North Carolina Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B (or other appropriate designation) (the “2021B Bond” and collectively with the 2021A Bond, the “2021 Bonds”) to (1) refinance all or a portion of the 2014 Bonds and (2) pay the related costs of issuance;

WHEREAS, with respect to the proposed financing, the City Council wishes to ratify the retention of (1) Parker Poe Adams & Bernstein LLP, as bond counsel; (2) Davenport & Company LLC, as financial advisor; and (3) U.S. Bank National Association, as trustee (collectively, the “Financing Team”);

WHEREAS, the City, with the assistance of its financial advisor through a request for proposal process, has selected Pinnacle Bank as the purchaser of the 2021A Bond and Truist Bank as the purchaser of the 2021B Bond (collectively, the “Purchasers”);

WHEREAS, on approval by the Local Government Commission of North Carolina (the “Commission”) of the City’s application for the 2021 Bonds, the Commission will sell the 2021A Bond on behalf of the City to Pinnacle Bank and will sell the 2021B Bond on behalf of the City to Truist Bank;

WHEREAS, in addition, the proposals from the Lenders each permit the City to refund the respective 2021 Bonds through the issuance in the future of tax-exempt bonds (the “Tax-Exempt Bonds” and collectively with the 2021 Bonds, the “Bonds”) under certain conditions and to the extent permitted in accordance with IRS tax rules and regulations;

WHEREAS, the City Council wants to approve and ratify the filing by the Financial Services Director of the City with the Local Government Commission of North Carolina (the “Commission”) of an application for its approval of the Bonds on a form prescribed by the Commission, and (1) request in such application that the Commission approve (A) the negotiation of the sale of the Bonds to the Purchasers and (B) the City’s use of the Financing Team and (2) state in such application such facts and to attach thereto such exhibits in regard to the Bonds and to the City and its financial condition as may be required by the Commission, and to take all other action necessary to the issuance of the Bonds;

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

Section 1. That the 2021A Bond is to be issued by the City for the purpose of providing funds, together with other available funds of the City, to (1) refinance all or a portion of the 2012A Bonds and (2) pay the related costs of issuance; that the 2021B Bond is to be issued by the City for the purpose of providing funds, together with other available funds of the City, to (1) refinance all or a portion of the 2014 Bonds and (2) pay the related costs of issuance; and that the Tax-Exempt Bonds may be issued by the City for the purpose of refinancing the 2021 Bonds.

Section 2. That the Financing Team is hereby retained and approved and the Financial Services Director of the City is hereby authorized and directed to retain other professionals that may be necessary to carry out the intentions of the City Council as set forth in this Resolution.

Section 3. That Pinnacle Bank is hereby authorized and selected as the purchaser of the 2021A Bond and Truist Bank is hereby authorized and selected as the purchaser of the 2021B Bond, and each is hereby authorized and selected as the purchaser of the related Tax-Exempt Bonds.

Section 4. That the filing of an application by the Financial Services Director of the City with the Commission for its approval of the issuance of the Bonds is hereby ratified and approved.

Section 5. That the City Council finds and determines, and asks the Commission to find and determine, from the City's application and supporting documentation the following:

- (a) that the issuance of the Bonds is necessary or expedient;
- (b) that the not to exceed stated principal amount of the Bonds will be sufficient but is not excessive to refinance the 2012A Bonds and the 2014 Bonds;
- (c) that the refinancing of the 2012A Bonds and the 2014 Bonds is feasible;
- (d) that the City's debt management procedure and policies are good; and
- (e) that the Bonds can be marketed at a reasonable interest cost to the City.

Section 6. That the City Council requests that the Commission sell the 2021A Bond, and the related Tax-Exempt Bonds, at private sale without advertisement, through negotiation to Pinnacle Bank on such terms as may be agreed on but at an interest rate not exceeding 1.99%.

Section 7. That the City Council requests that the Commission sell the 2021B Bond, and the related Tax-Exempt Bonds, at private sale without advertisement, through negotiation to Truist Bank on such terms as may be agreed on but at an interest rate not exceeding 2.75%.

Section 8. That the Mayor, the City Manager, the Financial Services Director and the City Clerk, and their respective designees, individually or collectively, are each hereby authorized to do any and all other things necessary to consummate the transaction related to the Bonds as set forth in this Resolution.

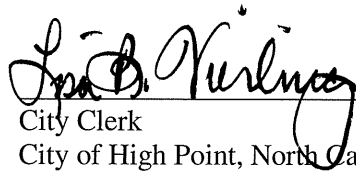
Section 9. This Resolution shall be in full force and effective from and after the date of its adoption.

PASSED, ADOPTED AND APPROVED this 15th day of November, 2021.

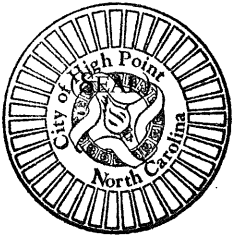
STATE OF NORTH CAROLINA)
)
CITY OF HIGH POINT) ss:

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 a resolution entitled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL AND CERTAIN RELATED MATTERS**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 15th day of November, 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 15th day of November, 2021.



City Clerk
City of High Point, North Carolina



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

A motion was made by Mayor Pro Tem Britt W. Moore and seconded by
Council Member Wesley Hudson 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 transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** 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 B. 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 **City of High Point** duly
held on the 15th day of **November** 2021.



Lisa B. Vierling
Signature of Certifying Official

CITY OF HIGH POINT

AGENDA ITEM



Title: NCDOT Section 5303 Planning Grant Agreement

From: Mark McDonald

Meeting Date: November 15, 2021

Public Hearing: n/a

Advertising Date /
Advertised By: n/a

Attachments: 1. Grant Award Letter
2. Resolution

PURPOSE:

Execute an agreement with NCDOT for the federal and state share of the FY22 Section 5303 planning grant.

BACKGROUND:

The City of High Point was awarded Section 5303 funds in the amount of \$65,763 to assist with transit planning activities. This funding represents 90% of the projected costs. These funds are used to cover staff time and expenses related to activities such as route and schedule planning, compliance with civil rights regulations, and developing projects for the Metropolitan and State Transportation Improvement Programs.

BUDGET IMPACT:

The City's matching share of \$7,307 is included in the FY22 budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends authorizing the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project.

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

A motion was made by _____ and seconded by
_____ 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 transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** 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, _____, **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 **City of High Point** duly held on the _____ day of **November 2021**.

Signature of Certifying Official



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 20, 2021

Mr. Randy McCaslin, Interim City Manager
City of High Point
Post Office Box 230
High Point, North Carolina 27261-0230

RE: FY2022 Metropolitan Planning Program (Section 5303)
Project No. 22-08-113
WBS Element No. 36230.19.21.6
Period of Performance: 7/01/2021 – 6/30/2022

Dear Mr. McCaslin:

On April 8, 2021, the Board of Transportation approved your organization's request for an FY22 Metropolitan Planning Grant in the amount of \$73,070. 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

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

CITY OF HIGH POINT

AGENDA ITEM



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

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: November 15, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By: -

Attachments: Initial Resolution
Memos from Financial Advisors

PURPOSE:

The Financial Services Department recommends that the City Council take the first steps to authorize the issuance of up to \$21 million Series 2021A Taxable Combined Enterprise System (CES) Refunding Bonds and up to \$32 million Series 2021B Taxable CES Refunding Bonds.

BACKGROUND:

The bond market is currently favorable for refunding the City's outstanding Series 2012A CES Revenue Refunding Bonds and the 2014 CES Revenue Bonds. The proposed resolution, prepared by the City's bond attorneys, provides staff the authorization to request approval from the Local Government Commission and certain related matters.

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 original issuance.

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. 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. Memos detailing the RFP process and recommendations are attached.

On December 6th, City Council will be asked to consider adopting bond orders, and bond issuance resolutions.

The LGC will consider the application for refunding at their December 7, 2021 meeting and the refunding will close on December 17th.

BUDGET IMPACT:

The interest rate 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 "Resolution of the City Council of the City of High Point, North Carolina, Directing the Application to the Local Government Commission for Approval of Combined Enterprise System Revenue Refunding Bonds, Requesting Local Government Commission Approval and Certain Related Matters".

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

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 November 15, 2021:

Members Present:

Members Absent:

* * * * *
* * *

Councilmember _____ introduced the following resolution, 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:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL AND CERTAIN RELATED MATTERS

WHEREAS, the City of High Point, North Carolina (the “*City*”) currently operates a water system and sanitary sewer system, both of which provide service to the residents of the City and its environs;

WHEREAS, the City has previously issued City of High Point, North Carolina Combined Enterprise System Revenue Refunding Bonds Series 2012A (the “*2012A Bonds*”) pursuant to a Trust Agreement dated as of November 1, 2004, as supplemented and amended (the “*Trust Agreement*”), between the City of High Point, North Carolina and Wachovia Bank, National Association, the successor to which is U.S. Bank National Association, as trustee (the “*Trustee*”), and a Fifth Supplemental Trust Agreement dated as of June 1, 2012 between the City and U.S. Bank National Association, as trustee, in order to refinance prior indebtedness used to make various improvements to the City’s water system and sanitary sewer system;

WHEREAS, the City has previously issued City of High Point North Carolina Combined Enterprise System Revenue Bonds Series 2014 (the “*2014 Bonds*”) pursuant to the Trust Agreement and a Sixth Supplemental Trust Agreement dated as of May 1, 2014 between the City and the Trustee, to make various improvements to the City’s existing water and sanitary sewer systems;

WHEREAS, the City Council (the “*City Council*”) of the City has been advised by the Financial Services Director that the City can achieve debt service savings by refinancing the 2012A Bonds and the 2014 Bonds;

WHEREAS, the City Council is considering the issuance of not to exceed \$21,000,000 City of High Point, North Carolina Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A (or other appropriate designation) (the “*2021A Bond*”) to (1) refinance all or a portion of the 2012A Bonds and (2) pay the related costs of issuance;

WHEREAS, the City Council is considering the issuance of not to exceed \$32,000,000 City of High Point, North Carolina Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B (or other appropriate designation) (the “*2021B Bond*” and collectively with the 2021A Bond, the “*2021 Bonds*”) to (1) refinance all or a portion of the 2014 Bonds and (2) pay the related costs of issuance;

WHEREAS, with respect to the proposed financing, the City Council wishes to ratify the retention of (1) Parker Poe Adams & Bernstein LLP, as bond counsel; (2) Davenport & Company LLC, as financial advisor; and (3) U.S. Bank National Association, as trustee (collectively, the “*Financing Team*”);

WHEREAS, the City, with the assistance of its financial advisor through a request for proposal process, has selected Pinnacle Bank as the purchaser of the 2021A Bond and Truist Bank as the purchaser of the 2021B Bond (collectively, the “*Purchasers*”);

WHEREAS, on approval by the Local Government Commission of North Carolina (the “*Commission*”) of the City’s application for the 2021 Bonds, the Commission will sell the 2021A Bond on behalf of the City to Pinnacle Bank and will sell the 2021B Bond on behalf of the City to Truist Bank;

WHEREAS, in addition, the proposals from the Lenders each permit the City to refund the respective 2021 Bonds through the issuance in the future of tax-exempt bonds (the “*Tax-Exempt Bonds*” and collectively with the 2021 Bonds, the “*Bonds*”) under certain conditions and to the extent permitted in accordance with IRS tax rules and regulations;

WHEREAS, the City Council wants to approve and ratify the filing by the Financial Services Director of the City with the Local Government Commission of North Carolina (the “*Commission*”) of an application for its approval of the Bonds on a form prescribed by the Commission, and (1) request in such application that the Commission approve (A) the negotiation of the sale of the Bonds to the Purchasers and (B) the City’s use of the Financing Team and (2) state in such application such facts and to attach thereto such exhibits in regard to the Bonds and to the City and its financial condition as may be required by the Commission, and to take all other action necessary to the issuance of the Bonds;

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

Section 1. That the 2021A Bond is to be issued by the City for the purpose of providing funds, together with other available funds of the City, to (1) refinance all or a portion of the 2012A Bonds and (2) pay the related costs of issuance; that the 2021B Bond is to be issued by the City for the purpose of providing funds, together with other available funds of the City, to (1) refinance all or a portion of the 2014 Bonds and (2) pay the related costs of issuance; and that the Tax-Exempt Bonds may be issued by the City for the purpose of refinancing the 2021 Bonds.

Section 2. That the Financing Team is hereby retained and approved and the Financial Services Director of the City is hereby authorized and directed to retain other professionals that may be necessary to carry out the intentions of the City Council as set forth in this Resolution.

Section 3. That Pinnacle Bank is hereby authorized and selected as the purchaser of the 2021A Bond and Truist Bank is hereby authorized and selected as the purchaser of the 2021B Bond, and each is hereby authorized and selected as the purchaser of the related Tax-Exempt Bonds.

Section 4. That the filing of an application by the Financial Services Director of the City with the Commission for its approval of the issuance of the Bonds is hereby ratified and approved.

Section 5. That the City Council finds and determines, and asks the Commission to find and determine, from the City's application and supporting documentation the following:

- (a) that the issuance of the Bonds is necessary or expedient;
- (b) that the not to exceed stated principal amount of the Bonds will be sufficient but is not excessive to refinance the 2012A Bonds and the 2014 Bonds;
- (c) that the refinancing of the 2012A Bonds and the 2014 Bonds is feasible;
- (d) that the City's debt management procedure and policies are good; and
- (e) that the Bonds can be marketed at a reasonable interest cost to the City.

Section 6. That the City Council requests that the Commission sell the 2021A Bond, and the related Tax-Exempt Bonds, at private sale without advertisement, through negotiation to Pinnacle Bank on such terms as may be agreed on but at an interest rate not exceeding 1.99%.

Section 7. That the City Council requests that the Commission sell the 2021B Bond, and the related Tax-Exempt Bonds, at private sale without advertisement, through negotiation to Truist Bank on such terms as may be agreed on but at an interest rate not exceeding 2.75%.

Section 8. That the Mayor, the City Manager, the Financial Services Director and the City Clerk, and their respective designees, individually or collectively, are each hereby authorized to do any and all other things necessary to consummate the transaction related to the Bonds as set forth in this Resolution.

Section 9. This Resolution shall be in full force and effective from and after the date of its adoption.

PASSED, ADOPTED AND APPROVED this 15th day of November, 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 a resolution entitled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL AND CERTAIN RELATED MATTERS**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 15th day of November, 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)

To City of High Point, North Carolina
From Davenport & Company LLC
Date November 15, 2021
Subject 2021A Revenue Refunding Bond RFP Summary

Background

Davenport & Company LLC (“Davenport”), on behalf of the City of High Point, NC (the “City”), distributed a Request for Proposals (“RFP”) to secure a commitment for a direct bank loan evidenced by a Revenue Refunding Bond to advance refund the City’s outstanding Combined Enterprise System Revenue Bonds, Series 2012A (the “2012A Bonds”).

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide Taxable interest rates for the Series 2021A Bonds. The City also requested a “Cinderella” Option, which would allow the City to convert the Taxable interest rate to a Tax-Exempt interest rate on or about August 3, 2022 if certain provisions are met. This memo will focus on the responses received, as well as potential Public Sale approaches to the refunding.

The 2012A Bonds are not prepayable until November 1, 2022; under current federal tax regulations, the City is not eligible to issue tax-exempt refunding bonds until 90 days prior to this date (August 3, 2022). Any refinancing completed prior to August 3, 2022 will need to initially be issued as taxable debt.

RFP Responses

Through this process, the City was able to secure nine responses to the RFP, including:

1. Bank of America, N.A. (“Bank of America”);
2. Capital One Public Funding, LLC (“Capital One”);
3. JPMorgan Chase Bank, NA (“JPMorgan”);
4. Key Government Finance, Inc. (“Key”);
5. Pinnacle Bank (“Pinnacle”);
6. Raymond James Capital Funding, Inc. (“Raymond James”);
7. Sterling National Bank (“Sterling”);
8. Truist Bank (“Truist”, previously BB&T); and
9. Wells Fargo Bank, N.A. (“Wells Fargo”).

The following pages contain a summary of the key terms and conditions for the responses received.

November 15, 2021

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the nine bidders for the RFP is outlined in Table 1 below. All interest rates are fixed through final maturity once accepted/priced. The Bank of America, JPMorgan and Wells Fargo interest rates are indicative, and subject to change before the rate is locked under the provisions of each proposal.

Table 1: Summary of Interest Rates

A	B	C
Lender	Taxable	Tax-Exempt Cinderella
1 Bank of America, N.A.	2.180%	1.720%
2 Capital One Public Funding, LLC	2.490%	1.890%
3 JP Morgan Chase ¹	Option 1: 2.350% Option 2: 2.440%	Option 1: 1.850% Option 2: 1.920%
4 Key Government Finance, Inc.	2.315%	1.830%
5 Pinnacle Bank	1.990%	1.590%
6 Raymond James Capital Funding, Inc. ²	2.300%	1.770%
	Tax-Exempt Forward Delivery: 1.84% ²	
7 Sterling National Bank	2.090%	1.570%
8 Truist Bank	2.110%	1.810%
9 Wells Fargo Bank, N.A.	1.890%	1.480%

Bank of America, N.A., JP Morgan Chase and Wells Fargo Bank, N.A. each provided indicative interest rates that are subject to change based upon market movement.

¹ JP Morgan has also offered to close as a Tax-Exempt Delayed Draw Bond with a Funding Date of August 3, 2022. The interest rates for this proposal are 1.95% for Option 1 and 2.02% for Option 2.

² Raymond James will make the loan at a discount of 0.25% of the par amount as an original issue discount for Federal income tax purposes. Raymond James also offered to enter into a Forward Delivery Agreement for the 2021A Bond with a funding date of the loan on or about August 3, 2021 at an interest rate of 1.84%.

The remainder of the memo will focus on the Pinnacle, Sterling, and Wells Fargo responses to the RFP, which provided the lowest interest rates, as well as three Public Sale Options: a taxable advance refunding priced in April 2022, a tax-exempt 3-month forward refunding priced in April 2022 and a current refunding priced in July 2022.

November 15, 2021

2. Prepayment Provisions

Prepayment provisions offered by the lending institutions are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
Pinnacle	Subject to a "Make Whole" Call not-to-exceed 1.00% of the principal amount to be prepaid.
Sterling	Noncallable in years 1-3, prepayable in whole or in part on any date at 101% in year 4 and prepayable in whole or in part on any payment date at 100% thereafter.
Wells Fargo	Subject to a "Make Whole" Call.
Public Sale	Non-callable for the first 10 years and prepayable at any time without penalty thereafter.

3. Interest Rate Lock

Interest Rate Lock considerations specified by the lending institutions are shown in Table 3 below.

Table 3: Summary of Interest Rate Lock Considerations

Lender	Interest Rate Lock
Pinnacle	Term sheet must be accepted by November 16, 2021 in order to lock-in interest rates.
Sterling	Term sheet must be accepted by November 16, 2021 in order to lock-in interest rates.
Wells Fargo	The Proposal must be accepted by November 27, 2021 and the interest rate can be locked 2-3 days prior to closing. The City has the option to lock-in the rate through a forward rate lock agreement which would be subject to a breakage fee if the City is unable to close. Without the forward rate lock agreement, the interest rate wouldn't be locked until a few days before closing.
Public Sale	Interest rates will be locked on the day of pricing, which could occur in April 2022 for the Taxable Advance Refunding Option or the 3-month Forward Refunding Option and in July 2022 for the Current Refunding Option.

November 15, 2021

4. Bank Closing Fees

Bank closing fees required by the lending institutions are shown in Table 4 below.

Table 4: Summary of Bank Closing Fees

Lender	Bank Closing Fees
Pinnacle	With Cinderella: Not-to-Exceed \$17,000 No Cinderella: Not-to-Exceed \$8,500
Sterling	None
Wells Fargo	Without Rate Lock Agreement: Not-to-Exceed \$20,000 With Rate Lock Agreement: Not-to-Exceed \$25,000
Public Sale	Additional costs for underwriting, credit ratings and additional documentation will be factored into the analysis.

5. Summary of Refunding Results

A summary of the estimated refunding results for the bank proposals as well as the Public Sale Options is shown in table 5 below. The preliminary results shown account for estimated costs of issuance.

Table 5: Summary of Refunding Results

	B	C	D	E	F	G	H	I	J
1 Financing Option	Sterling		Pinnacle		Wells Fargo		Public Sale	Public Sale	Public Sale
2 Tax Status	Taxable / Tax-Exempt		Taxable / Tax-Exempt		Taxable / Tax-Exempt		Taxable	Tax-Exempt	Tax-Exempt
3 Rate Lock	Yes		Yes		Subject to change through December 2021		Subject to change through April 2022	Subject to change through April 2022	Subject to change through July 2022
4									
5 Summary of Bonds Refunded									
6 Maturities	11/1/2023 - 11/1/2031		11/1/2023 - 11/1/2031		11/1/2023 - 11/1/2031		11/1/2031	11/1/2031	11/1/2031
7 Refunded Bonds	\$19,590,000		\$19,590,000		\$19,590,000		\$19,590,000	\$19,590,000	\$19,590,000
8 Refunded Bonds Call Date	11/1/2022		11/1/2022		11/1/2022		11/1/2022	11/1/2022	11/1/2022
9 Call Price	100.0%		100.0%		100.0%		100.0%	100.0%	100.0%
10 Average Coupon of Refunded Bonds	3.688%		3.688%		3.688%		3.688%	3.688%	3.688%
11									
12 Summary of Refunding Results (with Tax Exempt Conversion)¹									
13 Gross Savings	\$1,597,731		\$1,571,246		\$1,696,703		\$1,512,327	\$2,205,181	\$2,172,125
14 NPV Savings (\$)*	\$1,469,219		\$1,444,292		\$1,568,467		\$1,396,357	\$2,057,295	\$2,053,909
15 NPV Savings (% of Refunded Par)	7.500%		7.373%		8.006%		7.128%	10.502%	10.484%
16 Average Annual Savings (\$)	\$145,248		\$142,841		\$154,246		\$137,484	\$220,518	\$217,213
17									
18 Summary of Refunding Results (without Tax Exempt Conversion)									
19 Gross Savings	\$1,036,894		\$1,139,662		\$1,254,902		\$1,512,327	\$2,205,181	\$2,172,125
20 NPV Savings (\$)*	\$920,354		\$1,020,666		\$1,130,834		\$1,396,357	\$2,057,295	\$2,053,909
21 NPV Savings (% of Refunded Par)	4.698%		5.210%		5.773%		7.128%	10.502%	10.484%
22 Average Annual Savings (\$)	\$94,263		\$103,606		\$114,082		\$137,484	\$220,518	\$217,213
23									
24 FY Cash Flow Savings:	Taxable Only	Tax-Exempt Cinderella	Taxable Only	Tax-Exempt Cinderella	Taxable Only	Tax-Exempt Cinderella			
25 6/30/2022	145,905	145,905	143,473	143,473	156,004	156,004	(21,676)	0	0
26 6/30/2023	66,487	144,985	82,715	143,110	91,905	153,828	151,716	(39,953)	(40,884)
27 6/30/2024	45,973	145,428	66,029	142,547	75,215	153,634	155,188	248,581	247,331
28 6/30/2025	56,969	145,353	74,876	142,882	84,105	153,762	153,771	247,706	246,456
29 6/30/2026	67,905	145,047	83,630	142,992	93,820	154,591	154,796	250,956	244,831
30 6/30/2027	79,541	145,266	92,061	142,643	102,132	153,886	151,946	248,331	247,331
31 6/30/2028	91,231	145,371	101,523	143,193	111,404	154,015	150,756	252,331	246,456
32 6/30/2029	102,845	145,243	109,889	142,525	120,502	153,855	155,219	251,878	246,253
33 6/30/2030	114,513	145,016	119,290	142,772	130,548	154,533	154,269	247,488	246,988
34 6/30/2031	126,770	145,194	128,253	142,437	140,064	154,545	155,461	248,069	242,694
35 6/30/2032	138,756	144,924	137,922	142,670	149,204	154,050	150,882	249,794	244,669
36 Total Cash Flow Savings:	\$1,036,894	\$1,597,731	\$1,139,662	\$1,571,246	\$1,254,902	\$1,696,703	\$1,512,327	\$2,205,181	\$2,172,125

*Note: Preliminary and subject to change. Bank Loans assumed to close on 12/17/2021.

¹ Tax Exempt Conversion only applicable to Direct Bank Loan options.

Breakeven Public Sale Interest Rate Movement	-5 bps	+56 bps	+53 bps
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Recommendation

Based upon our review of the proposals, related analyses, and discussions with City Staff and Bond Counsel, Davenport recommends that the City select the Pinnacle proposal. The Pinnacle proposal provides the lowest taxable refinancing option that is locked in through the anticipated closing which provides the highest level of known savings. The Pinnacle proposal also provides an option to convert to a tax-exempt rate in the future (if certain documentation is provided) that would increase the potential debt service savings. Based upon discussions with the working group, the documentation requirements needed to exercise the tax-exempt conversion are standard in nature. Pinnacle has provided a one-year time period to exercise the tax-exempt conversion. The Public Sale Options, while showing the highest debt service savings at current market interest rates, would be subject to interest rate movement until at least April 2022 and would also be structured as a non-callable obligation.

Next Steps

November 15 th	City Council Meeting – City Council considers approval of winning lender and considers adopting a Preliminary Findings Resolution.
December 6 th	City Council Meeting – City Council considers adopting a Bond Order and a Bond Issuance and Sale Resolution.
December 7 th	LGC approves financing.
By December 17 th	Close on Financing.

To City of High Point, North Carolina
From Davenport & Company LLC
Date November 15, 2021
Subject 2021B Revenue Refunding Bond RFP Summary

Background

Davenport & Company LLC (“Davenport”), on behalf of the City of High Point, NC (the “City”), distributed a Request for Proposals (“RFP”) to secure a commitment for a direct bank loan evidenced by a Revenue Refunding Bond to advance refund the City’s outstanding Combined Enterprise System Revenue Bonds, Series 2014 (the “2014 Bonds”).

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide Taxable interest rates for the Series 2021B Bonds. The City also requested a “Cinderella” Option, which would allow the City to convert the Taxable interest rate to a Tax-Exempt interest rate on or about August 5, 2024 if certain provisions are met. This memo will focus on the responses received, as well as a potential Public Sale approach to the refunding.

The 2014 Bonds are not prepayable until November 1, 2024; under current federal tax regulations, the City is not eligible to issue tax-exempt refunding bonds until 90 days prior to this date (August 3, 2024). Any refinancing completed prior to August 3, 2024 will need to initially be issued as taxable debt.

RFP Responses

Through this process, the City was able to secure three responses to the RFP, including:

1. Capital One Public Funding, LLC (“Capital One”);
2. Sterling National Bank (“Sterling”); and
3. Truist Bank (“Truist”, previously BB&T).

The following pages contain a summary of the key terms and conditions for the responses received.

November 15, 2021

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the three bidders for the RFP is outlined in Table 1 below. All interest rates are fixed through final maturity once accepted/priced.

Table 1: Summary of Interest Rates

A	B	C
Lender	Taxable	Tax-Exempt Cinderella
1 Capital One Public Funding, LLC	3.330%	2.530%
2 Sterling National Bank	2.990%	2.240%
3 Truist Bank	2.750%	2.320%

The remainder of the memo will focus on the Sterling and Truist responses to the RFP, which provided the lowest interest rates, as well as two Tax-Exempt Public Sale Options: a taxable advance refunding priced in April 2022 and a current refunding priced in July 2024.

2. Prepayment Provisions

Prepayment provisions offered by the lending institutions are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
Sterling	Noncallable in years 1-5, prepayable in whole or in part on any date at 101% in years 6-8 and prepayable in whole or in part on any payment date at 100% thereafter.
Truist	Either prepayable in whole at any time with a 1.00% penalty or non-callable for the first half of the term and callable at par thereafter. If the Cinderella Option is selected, the loan will be non-callable prior to the redemption date of August 5, 2024.
Public Sale	Non-callable for the first 10 years and prepayable at any time without penalty thereafter.

November 15, 2021

3. Interest Rate Lock

Interest Rate Lock considerations specified by the lending institutions are shown in Table 3 below.

Table 3: Summary of Interest Rate Lock Considerations

Lender	Interest Rate Lock
Sterling	Term sheet must be accepted by November 16, 2021 in order to lock-in interest rates.
Truist	The interest rates are locked through December 17, 2021.
Public Sale	Interest rates will be locked on the day of pricing, which could occur in April 2022 for the Taxable Advance Refunding Option and in July 2024 for the Current Refunding Option.

4. Bank Closing Fees

Bank closing fees required by the lending institutions are shown in Table 4 below.

Table 4: Summary of Bank Closing Fees

Lender	Bank Closing Fees
Sterling	None
Truist	Initial Fee: \$7,500 Cinderella Conversion Fee: \$1,500
Public Sale	Additional costs for underwriting, credit ratings and additional documentation will be factored into the analysis.

5. Summary of Refunding Results

A summary of the estimated refunding results for the bank proposals is shown on table 5 below. The preliminary results shown account for estimated costs of issuance.

Table 5: Summary of Refunding Results

	B	C	D	E	F	G
1 Financing Option	Truist		Sterling		Public Sale	Public Sale
2 Tax Status	Taxable / Tax-Exempt		Taxable / Tax-Exempt		Taxable	Tax-Exempt
3 Rate Lock	Yes		Yes		Subject to change through April 2022	Subject to change through July 2024
4						
5 Summary of Bonds Refunded						
6 Maturities	11/1/2025 - 11/1/2039		11/1/2025 - 11/1/2039		11/1/2025 - 11/1/2039	11/1/2025 - 11/1/2039
7 Refunded Bonds	\$27,775,000		\$27,775,000		\$27,775,000	\$27,775,000
8 Refunded Bonds Call Date	11/1/2024		11/1/2024		11/1/2024	11/1/2024
9 Call Price	100.0%		100.0%		100.0%	100.0%
10 Average Coupon of Refunded Bonds	4.358%		4.358%		4.358%	4.358%
11						
12 Summary of Refunding Results (with Tax Exempt Conversion) ¹						
13 Gross Savings	\$2,809,359		\$2,803,219		\$2,814,566	\$5,192,076
14 NPV Savings (\$)*	\$2,256,913		\$2,250,937		\$2,337,100	\$4,688,404
15 NPV Savings (% of Refunded Par)	8.126%		8.104%		8.414%	16.880%
16 Average Annual Savings (\$)	\$147,861		\$147,538		\$148,135	\$324,505
17						
18 Summary of Refunding Results (without Tax Exempt Conversion)						
19 Gross Savings	\$1,685,640		\$835,293		\$2,814,566	\$5,192,076
20 NPV Savings (\$)*	\$1,295,846		\$599,022		\$2,337,100	\$4,688,404
21 NPV Savings (% of Refunded Par)	4.666%		2.157%		8.414%	16.880%
22 Average Annual Savings (\$)	\$88,718		\$43,963		\$148,135	\$324,505
23						
24 FY Cash Flow Savings:	Taxable Only	Tax-Exempt Cinderella	Taxable Only	Tax-Exempt Cinderella		
25 6/30/2022	148,473	148,473	145,784	145,784	(32,705)	0
26 6/30/2023	148,069	148,069	147,783	147,783	158,423	0
27 6/30/2024	148,225	148,225	148,117	148,117	156,766	0
28 6/30/2025	51,866	147,887	(20,888)	147,540	159,561	34,608
29 6/30/2026	21,743	147,638	(73,398)	147,409	159,902	346,213
30 6/30/2027	28,843	147,342	(59,602)	148,163	157,969	345,263
31 6/30/2028	36,543	147,474	(47,140)	147,290	155,976	343,688
32 6/30/2029	44,265	147,461	(33,577)	147,230	157,481	344,938
33 6/30/2030	52,899	148,178	(19,031)	147,844	156,381	344,069
34 6/30/2031	60,965	148,143	(4,980)	147,649	157,390	341,825
35 6/30/2032	68,626	147,508	9,731	147,783	157,352	344,425
36 6/30/2033	77,739	148,128	24,957	148,103	157,735	342,850
37 6/30/2034	86,216	147,915	39,629	147,531	159,084	342,250
38 6/30/2035	94,955	147,750	55,636	147,934	160,940	342,675
39 6/30/2036	103,869	147,546	70,893	147,224	157,942	344,150
40 6/30/2037	113,889	148,244	87,340	147,355	160,190	341,800
41 6/30/2038	122,534	147,351	104,473	147,812	156,383	344,325
42 6/30/2039	132,625	147,675	121,120	147,397	160,497	345,175
43 6/30/2040	143,299	148,353	138,448	147,271	157,301	343,825
44 Total Cash Flow Savings:	\$1,685,640	\$2,809,359	\$835,293	\$2,803,219	\$2,814,566	\$5,192,076
*Note: Preliminary and subject to change. Bank Loans assumed to close on 12/17/2021.						
¹ Tax Exempt Conversion only applicable to Direct Bank Loan options.						
Breakeven Public Sale Interest Rate Movement					+1 bp	+120 bp

Recommendation

Based upon our review of the proposals, related analyses, and discussions with City Staff and Bond Counsel, Davenport recommends that the City select the Truist proposal. The Truist proposal provides the lowest taxable refinancing option that is locked in through the anticipated closing which provides the highest level of known savings. The Truist Proposal also provides an option to convert to a tax-exempt rate in the future (if certain documentation is provided) that would increase the potential debt service savings. Based upon discussions with the working group, the documentation requirements needed to exercise the tax-exempt conversion are standard in nature. Truist has allowed for the City to exercise the tax-exempt conversion option at any time once the Bond becomes eligible on August 3, 2024. The Current Refunding Public Sale Option, while showing the highest debt service savings at current market interest rates, would be subject to interest rate movement until at least July 2024 and would also be non-callable for the first 10 years.

Next Steps

November 15 th	City Council Meeting – City Council considers approval of winning lender and considers adopting a Preliminary Findings Resolution.
December 6 th	City Council Meeting – City Council considers adopting a Bond Order and a Bond Issuance and Sale Resolution.
December 7 th	LGC approves financing.
By December 17 th	Close on Financing.

CITY OF HIGH POINT

AGENDA ITEM



Title: Parks & Recreation Equipment Rental Agreement

From: Lee Tillery
Director, Parks & Recreation

Meeting Date: Monday, November 15, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Agreement

Purpose/Background:

Council is requested to ratify an agreement between the City of High Point and the City of Kannapolis for the rental of the C.P. Huntington train engine located at the City Lake Park.

The City of Kannapolis approached the High Point Parks and Recreation Department about using High Point's train engine for their upcoming holiday events. The City of Kannapolis has a train, however it's unavailable to run through the end of the year. High Point and Kannapolis' trains are similar C.P. Huntington engines that run on like tracks. The City will not be needing the use of its train during the time period which Kannapolis has requested. Kannapolis will pay High Point a rental fee of \$6,000.

Budget Impact:

\$6,000 in additional revenue.

Recommendation:

Staff recommends Council ratify the Equipment Rental Agreement between the City of High Point and the City of Kannapolis, as executed by the City Manager or designee.

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between **CITY OF HIGH POINT**, a North Carolina municipal corporation, ("Lessor"), and **CITY OF KANNAPOLIS**, a North Carolina municipal corporation ("Lessee"). Lessor and Lessee are hereinafter collectively referred to as "Parties".

WITNESSETH

Lessor hereby leases to Lessee the following described property, subject to the terms and conditions of this Agreement pursuant to the provisions of North Carolina General Statute 160A-274:

1. Equipment. 2018 C. P. Huntington Engine (the "Engine").
2. Term. This Agreement shall commence on November 9, 2021 and remain in full force and effect until Engine is returned to Lessor. However, Lessee shall return the Engine on or before January 3, 2022, unless terminated earlier consistent with the provisions herein.
3. Rent. Lessee shall pay the sum of Six Thousand Dollars (\$6,000.00) for use of the Engine during the Term.
4. Additional Charges. Lessee shall also pay the following charges in accordance with this Agreement due upon return of Engine, to the fullest extent allowed by law, including but not limited to:
 - (a) Loss of, or damage or repair to the Engine, loss of use, diminution of the Engine's value caused by damage to it or repair to it, and costs to enforce such charges including fees for processing the claim and legal expenses; and
 - (b) All expenses Lessor incurs due to Lessee's failure to return the Engine including costs in locating and recovering the Engine; and
 - (c) All costs incurred to collect unpaid monies due; and
 - (d) All charges for transportation of the Engine to and from Lessor's premises.
5. Location of Engine. During the Term, Engine shall be located at Village Park in Kannapolis, unless expressly agreed otherwise in writing by Lessor.
6. Care of Engine. Engine shall be properly maintained and only used in a careful and proper manner. Lessee shall arrange and assist with any required State inspection.
7. Repair and Alterations. The costs of all repairs made during the Term shall be paid by Lessee, including but not limited to labor, material, parts and other items. Engine shall not be serviced or repaired and parts and accessories shall not be replaced without Lessor's prior consent.
8. Transport. The High Point train engine will be lifted off the track by a rented telehandler that the City of Kannapolis secures. Equipment will be operated by City of Kannapolis personnel. Train will be placed on one of the Kannapolis train transfer pallets. The palletized engine will then be

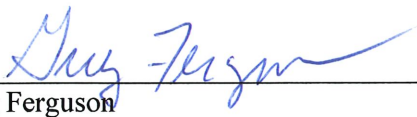
placed on a Kannapolis owned flatbed, covered to protect it in transport to Kannapolis. Upon arrival, the Engine will be lifted off the pallet with a lift and placed on the rails at Village Park. The Engine will be housed and secured indoors at our train station protected by a fire suppression system as well as a comprehensive alarm system.

9. Insurance. Lessee agrees to carry throughout the term of this Agreement public liability insurance arising from use and operation of the Engine with a minimum combined coverage for bodily injury and property damage of \$2,000,000.00, and casualty coverage in an amount equal to the full replacement value of the Engine with all coverages naming Lessor as an Additional Insured.
10. Restrictions on Use. Lessee shall not:
 - (a) Permit the Engine to be used by any person who is not authorized to use such Engine;
 - (b) Operate, use, maintain or store the Engine in a manner likely to cause damage to the Engine; and/or
 - (c) Operate or use the Engine or permit it to be operated or used to commit a violation of law.
11. Loss or Damage. Lessee shall alert Lessor to any damage to the Engine and missing Engine upon return to Lessor.
12. Condition of Engine. Lessee acknowledges that Lessee has examined the Engine and that it is in good condition except as otherwise specified. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
13. Return of Engine. Lessee shall return Engine on or before the date specified in Section 2 in the same condition as Lessee received it, except for normal wear and tear. Lessee shall return the Engine to the agreed return location. If Engine is not returned on said date, Lessor reserves the right to take any action necessary to regain possession of the Engine.
14. Termination. This Agreement shall terminate on the date specified in Section 2 or upon default by Lessee.
15. Indemnification and Liability. Lessee shall indemnify, defend and hold harmless Lessor from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Lessee's operation or use of Engine. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM LESSEE'S USE OF ENGINE, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Ownership. Lessor shall at all times retain Lessorship and title to the Engine.
17. Waiver. No failure of Lessor to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Lessor's acceptance of payment with knowledge of a default by Lessee shall not constitute a waiver of any breach.
18. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.
19. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
20. Assignment. Lessee may not, without the prior written consent of Lessor, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.
21. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.
22. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Lessee acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

CITY OF HIGH POINT



Greg Ferguson
Assistant City Manager

Date: 11/09/2021

CITY OF KANNAPOLIS

Michael B. Legg
City Manager

Date: _____

CITY OF HIGH POINT

AGENDA ITEM



Title: Johnson Control Police Department Contract

From: Eric Olmedo, Assistant City Manager

Public Hearing: No

Attachments:

Meeting Date: November 15, 2021

Advertising Date / N/A

Advertised By:

PURPOSE:

City Council awarded a contract to Johnson Controls on January 6, 2020 for Access Control and Security Management Software for the new Police Department project. The original contract amount was \$291,962.06.

BACKGROUND:

As the Police Department project has progressed, there have been a number of additional items needed to ensure a safe, secure and efficient building. These additions include additional areas of bullet proof glass, cabling and access panels at multiple secure parts of the building, card readers, automatic door releases and intercom system enhancements. These were items that were not considered in the original scope of the contract, and that weren't known until the final layout and function of the building was known.

BUDGET IMPACT:

An additional \$113,614.68 is requested to be added to the existing contract amount, for a total contract of \$405,576.74. Funds are available in the Police Department capital project for these enhancements.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends and asks the Council to approve an increase to the contract amount to Johnson Controls Inc. in the amount of \$113,614.68.



PURCHASE ORDER NUMBER
101626

This number must appear on all invoices, packages,
cartons, bills of lading, and packing slips.

Ship Via:
FOB:
Freight Terms: Prepaid
Due Days:

Date: 01/09/2020

Vendor:
73403
JOHNSON CONTROLS SECURITY SOLU
PO BOX 371967
PITTSBURGH PA 15250-7957

Bill To:
City of High Point
Accounts Payable
P.O. Box 230
High Point, NC 27261

Ship To:
CITY MANAGER'S OFFICE
211 SOUTH HAMILTON ST
HIGH POINT NC 27260

Buyer: Amanda Garner
Phone: 336-883-3219

Requestor: AMY MYERS
Phone:
Requisition: 25244

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	1.0000	LT	BULLET PROOF GLASS WINDOW BULLET PROOF GLASS WINDOW 411310 521199 411181010505 40202	2,991.570	2,991.57
5	1.0000	LT	POA REQUEST 8/30/2021 . Vendor Item Number: . Vendor Item Desc: 411310 521199 411181010505 40202	4,483.650	4,483.65
6	1.0000	LT	POA REQUEST 10/8/21 POA REQUEST 10/8/21 Vendor Item Number: POA REQUEST 10/8/21. Vendor Item Desc: Revision: PO Line Add on October 8, 2021 Before Value:, After Value: PO Line 411310 521199 411181010505 40202	7,541.120	7,541.12
Purchase Order Summary					
				Goods Total:	\$405,576.74
				Order Total:	\$405,576.74

***** CONTINUED *****

Purchasing Manager

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

REVISION 9

Director of Financial Service

Page: 1 of 2

For terms and conditions see: <https://www.highpointnc.gov/DocumentCenter/View/5037>



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Buyer: Amanda Garner
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Requisition: 25244

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Sourcewell Cooperative Contract #031517-TIS Approved By Council January 6, 2020 City of High Point Sourcewell Number #18103 Increasing PO from \$291,962.06 to a new total of \$325,694.16 per email from Valerie Harvell dated 4/17/2020 Increasing PO to a new total of \$341,289.44 due to Scope of Work -- Cabling Repair proposal Sourcewell No. 18103 per email from Amy Myers dated 10/19/2020 Increasing PO by \$9,998.09 per email from Amy Myers dated 12/29/2020 Increasing PO by \$34,077.97 for Security Add-ons w/Updated readers per email from Amy Myers dated 3/31/2021 Sourcewell #031517-TIS Johnson Controls Sourcewell #18103 City of High Point Increasing PO by \$5194.90 for Evidence Area Burglar Alarm per email from Amy Myers dated 4/1/2021 Sourcewell #031517-TIS Johnson Controls Sourcewell #18103 City of High Point Increasing PO by \$2991.57 for a bullet proof glass window at the new PD per email from Amy Myers dated 5/12/2021 Increasing PO by \$4483.65 for various minor items, which include the following per email from Amy Myers: - Addition of the cabling installation for the Motorola Door Release - Addition of the reader at 140 - Addition of the lobby intercom - All cabling, programming & testing		
Total Amount:					\$405,576.74

City of High Point Sourcewell Number #18103
Sourcewell Cooperative Contract #031517-TIS

Purchasing Manager

Increasing PO by \$7541.12 per email from Amy Myers; approved by Bobby Fitzjohn on 10/6/21; dated 10/8/2021

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

City of High Point Sourcewell Number #18103
Sourcewell Cooperative Contract #031517-TIS

REVISION 9

Director of Financial Service

Page: 2 of 2

For terms and conditions see: <https://www.highpointnc.gov/DocumentCenter/View/5037>

CITY OF HIGH POINT

AGENDA ITEM



Title: Report of Surplus Equipment Disposal

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Report of Vehicles/Equipment Sold

Meeting Date: November 15, 2021

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

To report the sale of surplus equipment in fiscal year 2019-2020 and 2020-2021 as required by the City of High Point Purchasing Policies and Procedures Manual. The FY 2019-2020 was not submitted before due to staffing changes.

BACKGROUND:

The City of High Point Purchasing Policies and Procedures Manual requires that fleet vehicles and other equipment sold via an online auction be reported to City Council on an annual basis. A listing of items sold with descriptions and sale amount is included with this item.

The City of High Point ranked #2 for the 2021 Fiscal Year in North Carolina with their Gov Deals Sales.

BUDGET IMPACT:

The sale of this equipment generated \$704,918.66 (FY 2019-2020) \$1,011,881.07 (FY 2020-2021) in proceeds for the City of High Point.

RECOMMENDATION / ACTION REQUESTED:

Acknowledge receipt of report.

City of High Point
Vehicles/Equipment sold on Govdeals
FY 2020-2021

Item Description	Sale Amount
2019 Dodge Charger Police (Total Loss)	\$ 2,650.00
2011 Ford Escape XLT 4WD	\$ 5,650.01
2010 Ford F750 2WD Truck with Terex 54TC-55 Body	\$ 16,000.00
2006 John Deere 6715 Tractor with Alamo Mower	\$ 15,950.00
2012 Chevrolet Impala LS	\$ 4,031.00
2004 Ford F350 SD XL Crew Cab 2WD DRW	\$ 10,000.00
2005 Chevrolet Silverado 1500 Short Bed 2WD Truck	\$ 6,050.00
2007 Autocar WX with Labrie Front Loading Body	\$ 51,499.00
2013 Chevrolet Tahoe Police 2WD	\$ 7,601.00
2020 Ford Explorer AWD - (Major Wreck)	\$ 18,500.00
2013 Dodge Charger Police	\$ 4,050.00
2012 Chevrolet Tahoe Police	\$ 7,200.00
2007 Freightliner M2 106 ODB Leaf Collection Body	\$ 55,000.00
2011 Chrysler Town & Country Touring Van	\$ 5,550.00
2011 Dodge Charger Police	\$ 4,300.00
2012 Dodge Charger Police	\$ 3,100.00
2008 Komatsu PC50MR-2	\$ 22,825.00
2013 Dodge Charger Police	\$ 5,002.00
2008 Gradall XL3100	\$ 17,700.00
2011 Dodge Charger Police	\$ 4,350.00
2014 Yamaha FJR1300A Police Motorcycle	\$ 5,050.00
2012 Dodge Charger Police	\$ 2,775.00
2005 Chevrolet Silverado 1500 Short Bed 2WD Truck	\$ 6,200.00
2010 Ford Crown Victoria Police Interceptor	\$ 3,773.00
2010 Ford Crown Victoria Police Interceptor	\$ 2,275.00
2008 Ford Escape XLT 4WD V6	\$ 4,617.00
2005 John Deere 1565 with 72" Mower	\$ 6,100.00
2005 John Deere 777 with 60" Mower	\$ 3,250.00
2011 Dodge Charger Police	\$ 6,200.00
2001 John Deere 1800 UTV Sprayer	\$ 2,026.00
2007 Chevrolet Impala LT	\$ 4,400.00
2008 Ford F150 XL Long Box 2WD	\$ 5,963.00
1999 John Deere 1800 UTV Sprayer	\$ 4,500.00
2011 Ford Crown Victoria Police Interceptor	\$ 3,100.00
2010 Ford Escape XLS 4WD	\$ 5,300.00
2007 Chevrolet Silverado 1500 Pickup 4WD	\$ 7,900.00
2012 Dodge Charger Police	\$ 6,100.00
2010 Autocar with Labrie 31 Yard Side Loader	\$ 71,000.00
2008 Chevrolet Silverado 1500 LT1 Short Box 2WD	\$ 7,300.55

2012 Mack LEU600 with New Way 31 Yard Side Loader	\$	76,500.00
2008 Ford F350 Crew Cab 2WD with 9' Dump Body	\$	18,101.00
2004 Chevrolet Silverado 1500 Short Bed 2WD	\$	8,100.00
2010 Ford Crown Victoria Police Interceptor	\$	3,213.00
2012 Dodge Charger Police	\$	4,550.00
2010 Ford Explorer XLT 4WD	\$	6,300.00
2010 Autocar with Labrie 31 Yard Side Loader	\$	25,800.00
2007 Chevrolet Silverado 1500 2WD	\$	5,651.00
2004 Chevrolet Silverado 1500 Work Truck 2WD	\$	5,160.00
2008 Chevrolet Express 1500 Cargo	\$	10,100.00
2010 Toyota Prius Hybrid	\$	5,450.00
2011 Dodge Charger Police	\$	6,060.00
2011 Ford Econoline E350 Super Duty Extended Van	\$	13,400.00
2007 Chevrolet Silverado 1500 LT1 4WD	\$	8,750.00
2001 John Deere 624H Wheel Loader	\$	34,063.00
2013 Dodge Charger Police	\$	5,350.00
2008 Ford F150 XL Long Box 2WD	\$	8,700.00
2008 Ford F350 Crew Cab 2WD with Utility Body	\$	11,700.00
2005 Ford F650 Regular Cab 2WD Single Axle Dump	\$	43,499.00
2012 Mack LEU613 with a New Way Body	\$	73,100.00
2010 Tennant Model 800 Parking Lot Sweeper	\$	13,200.00
2010 Ford Crown Victoria Police Interceptor	\$	3,550.00
2014 Ford F-250 SD XLT SuperCab Long Bed 2WD	\$	11,500.00
2006 FORD F450 4X2 CREW CAB FLAT BED	\$	13,300.00
2009 FORD F350 4X2 Dump	\$	14,900.00
2011 GMC Acadia FWD	\$	5,750.00
Lot of ICOP In Car Camera Equipment	\$	27.00
Lot of Alamo Attachments	\$	5,451.00
2020 Chevrolet Tahoe Third Row Seat (NEW)	\$	20.00
Canon PowerShot ELPH 1870	\$	10.00
Lot of ICOP In Car Camera Equipment	\$	153.00
1995 Ingersoll Rnd P185 Air Compressor	\$	3,900.00
2020 Dodge Grand Caravan SE-(Total Loss)	\$	6,050.00
Lot of New Auto and Truck Parts NOS	\$	42.00
Generator	\$	835.00
Lot of Guardrail and Uprights	\$	750.00
Set of Four Michelin P265/60R18 GM Factory Wheels	\$	775.00
Set of MSI Forks	\$	625.00
2005 John Deere 1565 with 72" Mower	\$	4,505.00
Lot of Used Office Furniture	\$	20.00
2008 John Deere 4720 4WD Compact Tractor Loader	\$	20,000.00
Lot of Twelve Setina Vehicle Partitions	\$	22.00
2004 Cushman 898627 Turf Truckster with Dump Bed	\$	4,831.00
Used 16' Good Roads Salt Spreader with Stand	\$	210.00

Lot of Two NEW Goodyear Assurance M+S 235/60R16	\$	102.00
NEW Ford Truck Bed 2021 Ford F450 Dual Rear Wheel	\$	1,894.00
NEW Cargo Glide CG1000 Truck Cargo Slide	\$	630.50
Used Bandsaw	\$	215.00
2008 John Deere 4320 Tractor 4 Wheel Drive	\$	11,300.00
Ten Cases of 365 All Purpose Citrus Cleaner	\$	124.00
Ten Cases of 365 All Purpose Citrus Cleaner	\$	166.00
Used Leonard Tool Box	\$	81.00
2008 Honda Odyssey EX-L	\$	4,900.00
NEW Set of Snow Chains	\$	12.00
Ten Cases of 365 All Purpose Citrus Cleaner	\$	122.00
2002 Toyota Tacoma PreRunner Extracab V6 2WD	\$	7,701.00
Watchguard 4RE In Car Camera Systems-Lot # 1	\$	860.00
Watchguard 4RE In Car Camera Systems-Lot # 2	\$	960.00
Watchguard 4RE In Car Camera Systems-Lot # 3	\$	1,001.00
Watchguard 4RE In Car Camera Systems-Lot # 4	\$	885.00
Lot of Ceiling Tiles Office Furniture Misc. Supplies	\$	150.01
Ten Cases of 365 All Purpose Citrus Cleaner	\$	102.00
Storage Cabinet	\$	20.00
Lot of Eighteen NEW GM Key Fobs/Keyless Entry Remotes	\$	270.00
Aries Zoom Pole Camera System	\$	363.00
Lot of Office Furniture and Misc. Supplies	\$	102.00
2008 Ford F350 Lariat Crew Cab DRW 2WD with 9' Flat Bed	\$	13,199.00
Lot of New Auto and Truck Parts NOS	\$	29.00
2011 HONDA PILOT	\$	6,800.00
Office Desk and Chair	\$	10.00
Lot of Two NEW Carlisle 20x10x10 Tires	\$	13.00
La Marche A75DE Battery Charger NEW	\$	259.00
Used True Commercial Refrigerator	\$	260.00
Lot of Two Perception 12' Kayaks	\$	525.00
Used Manitowoc Ice Maker	\$	701.00
Lot of 3M Sign Material	\$	2,025.00
Lot of Used Signs	\$	346.00
Big Joe Mausoleum Lift	\$	486.00
Lot of Misc Rigid Non Metallic Fiberglass Conduit	\$	20.00
Lot of Rigid Non-Metallic 5" PVC Conduit	\$	6,075.00
Lot of Sixty 6" Bore Pipe	\$	1,006.00
Lot of Used Census/Badger Brass Water Meters	\$	12,156.00
2021 Chevrolet Silverado 2500 Crew Cab 4WD (Total Loss)	\$	<u>27,200.00</u>

\$ 1,011,881.07

City of High Point
Vehicles/Equipment sold on Govdeals
FY 2019-2020

Item Description	Sale Amount
2008 Ford Explorer XLT 4.0L 2WD	\$ 4,935.00
2010 Autocar with Labrie 31 Yard Side Loader	\$ 59,520.00
2008 Ford Crown Victoria Police Interceptor	\$ 4,246.01
2010 Ford Crown Victoria Police Interceptor	\$ 2,866.01
2008 Ford F750 Regular Cab 2WD Pro Patch Body	\$ 14,290.00
2010 Ford Crown Victoria Police Interceptor	\$ 2,801.00
2010 John Deere 997 ZTrak Mower with 60" Deck	\$ 3,000.00
2010 John Deere 1545 4WD Outfront with 72" Deck	\$ 6,015.00
2013 Kawasaki ZG1400C Police Motorcycle	\$ 4,822.00
2009 Toyota Prius	\$ 7,045.00
2011 Kawasaki ZG1400C Police Motorcycle	\$ 3,010.00
2009 Dodge Charger SE	\$ 2,720.00
2012 Dodge Charger Police-Transmission	\$ 2,790.00
2011 Dodge Charger Police-Wrecked	\$ 1,815.00
2011 Chevrolet Impala LT	\$ 3,892.77
2012 Dodge Charger Police	\$ 1,870.00
2010 Old Dominion Brush SCL800 Leaf Vac Dump Trl	\$ 17,014.00
2009 John Deere 6230 2WD Tractor w/ Diamond Mow	\$ 18,615.00
2007 Ford F550 Regular Cab 2WD with Versalift Body	\$ 27,790.00
2008 Ford Escape XLT 4WD V6	\$ 5,540.00
2010 Dodge Charger	\$ 3,300.00
2010 Ford Crown Victoria Police Interceptor	\$ 2,340.00
2013 Mack LEU600 with New Way 31yd Side Loader	\$ 101,020.00
2001 Ditch Witch 3610DD w/2002 Butler Tandem Trl	\$ 7,785.00
2011 Ford Crown Victoria Police Interceptor	\$ 2,563.00
Galion 830C Motor Grader	\$ 21,565.00
2006 Ford F450 SD Regular Cab DRW 2WD	\$ 12,015.00
2008 Sterling LT9500 Tandem w/16' Godwin Dump	\$ 34,215.00
2010 Ford Crown Victoria Police Interceptor	\$ 2,220.00
2008 Ford F150 XL Long Box 2WD	\$ 4,005.00
2004 Ford Crown Victoria Police Interceptor	\$ 1,955.00
2008 Sterling LT9500 Tandem w/16' Godwin Dump	\$ 42,015.00
2014 Yamaha FJR1300A Police Motorcycle	\$ 4,660.00
2010 Chevrolet Impala LT	\$ 4,435.00
2008 Ford Crown Victoria Police Interceptor	\$ 2,510.00
2005 Chevrolet Silverado 1500 Truck Short Bed 2WD	\$ 4,859.00
2008 Ford F150 XL 2WD	\$ 7,145.00
2008 International DuraStar 4400	\$ 8,535.00
2014 Yamaha FJR1300A Police Motorcycle	\$ 4,381.00
2003 Scotty Fire Safety Trailer	\$ 5,350.00

2008 Komatsu PC50MR-2	\$ 23,015.00
2004 Ford Crown Victoria Police Interceptor	\$ 1,999.00
2008 Ford F150 XL 2WD Truck	\$ 5,719.99
2009 Ford Crown Victoria Police Interceptor	\$ 3,780.00
2012 Ford Escape XLT 4WD	\$ 5,515.00
2008 Ford F150 XLT 2WD	\$ 6,300.00
2012 Ford Fusion	\$ 5,509.09
2007 Ford Crown Victoria Police Interceptor	\$ 3,050.00
2008 Ford F150 XL 2WD	\$ 4,600.00
2010 Ford Crown Victoria Police Interceptor	\$ 3,415.00
2008 Ford F150 XL 2WD	\$ 6,815.00
2007 Chevrolet Silverado 1500 Work Truck 2WD	\$ 4,445.00
2008 Ford Crown Victoria Police Interceptor	\$ 2,613.00
1994 Kubota M4030 Tractor	\$ 3,479.81
2007 Chevrolet Express 1500 Cargo Van	\$ 6,665.00
2009 Ford Explorer XLT 4.0L 4WD	\$ 6,675.00
2013 Dodge Charger Police	\$ 2,565.00
2010 Ford Crown Victoria Police Interceptor	\$ 2,640.00
2008 Chevrolet Express 1500 Cargo Van	\$ 5,570.00
2013 Chevrolet Impala LTZ	\$ 4,435.00
2013 Chevrolet Impala LS	\$ 5,186.00
2013 Chevrolet Impala	\$ 5,009.00
2009 Ford Crown Victoria Police Interceptor	\$ 4,570.00
2012 Dodge Charger Police	\$ 4,900.00
2013 Chevrolet Impala LT	\$ 4,831.15
2008 Chevrolet Impala LS	\$ 3,750.00
Lot of Three NEW Tires	\$ 100.00
Lot of Two NEW Tires Michelin LT245 70R17	\$ 170.00
Lot of New Old Stock (NOS) Parts	\$ 45.00
Lot of New Old Stock (NOS) Parts	\$ 37.00
2006 Nissan Pathfinder 2WD	\$ 2,410.00
Lot of Four Used Cooper Discoverer AT3 T315/75R16	\$ 360.00
Lot of ICOP In Car Camera Eq, Trimble Mobile GPS Unit	\$ 71.88
Wooden Picnic Table	\$ 30.00
Lot of Two Perception Cove 14.5' Kayaks + Bonus	\$ 518.00
Lot of Woodworking Equipment	\$ 131.00
Lot of Twelve Peek M3000E Master Traffic w/Cables	\$ 25.00
Lot of Two Peek ATC-1000 Advanced Traffic Controls	\$ 25.00
Wooden Picnic Table	\$ 15.00
Lot of Optelecom Equipment	\$ 60.95
Lot of Ten Setina Vehicle Partitions	\$ 10.00
Wooden Picnic Table	\$ 30.00
Lot of ICOP In Car Camera Eq, Trimble Mobile GPS	\$ 130.00
Lot of Six Used Deestone 12-16.5LT Tires	\$ 361.00

Lot of New Auto and Truck Parts NOS	\$ 40.00
Wooden Picnic Table	\$ 25.00
Lot of Two NEW Goodyear 215/60R16 Tires	\$ 75.00
Jak Tung Industrial Cart	\$ 65.00
2007 Exmark 72" Lazer Z ZeroTurn Mower	\$ 1,610.00
Tire Cage	\$ 40.00
2007 Exmark 72" Lazer Z ZeroTurn Mower	\$ 1,115.00
Jak Tung Industrial Cart	\$ 25.00
Lot of Office Printer Supplies	\$ 35.00
Jak Tung Industrial Cart	\$ 25.00
Pallet of Misc Hydraulic Hose (NEW)	\$ 330.00
Truck Vault Gun and Accessory Storage	\$ 205.00
Lot of NEW Parker Hydraulic Fittings	\$ 361.00
Lot of New Auto and Truck Parts NOS	\$ 25.00
2005 Chevrolet Suburban 1500 4WD	\$ 5,000.00
Lot of Two Nexen brand 215/55R17 M+S Tires	\$ 27.00
Lot of Two Sets of 2020 Chev Tahoe Second Row Seats	\$ 75.00
2006 Leeboy 400-T Roller	\$ 7,033.00
Used Compressor	\$ 140.00
NEW UWS Aluminum Truck Side Tool Box (Lot 1 of 2)	\$ 204.50
NEW UWS Aluminum Truck Side Tool Box (Lot 2 of 2)	\$ 213.00
2008 Infiniti M35 4WD-Vice	\$ 3,850.00
Lot of New Auto and Truck Parts NOS	\$ 103.84
Lot of New Police Equipment Parts NOS	\$ 200.00
Lot of 36" x 36" Vinyl Roll Up Traffic Control Signs	\$ 161.01
1998 Freightliner American LaFrance Pumper-Parts Only	\$ 2,216.00
1998 Freightliner American LaFrance Pumper	\$ 4,131.67
1998 Freightliner American LaFrance Pumper	\$ 3,250.00
1998 HME Aerial Truck	\$ 4,265.00
True Drink Cooler	\$ 241.00
Lot of Two Dagger 10' Kayaks	\$ 470.00
Lot of Seven Picnic Tables	\$ 170.00
Lot of Two Perception Cove 14.5' Kayaks	\$ 360.00
Lot of Five Picnic Tables	\$ 295.00
Lot of Nine Picnic Tables	\$ 661.99
Used Victor Upright Commercial Refrig (Parts Only)	\$ 25.00
Lot of Rubber Mats	\$ 495.00
Weider Club 4870 Ultimate Gym NEW!	\$ 300.00
Weider Club 4870 Ultimate Gym NEW!	\$ 305.00
Ver-Mac Model PCMS1500 Portable Message Sign	\$ 3,000.00
Pelco System 9700 CPU, Distribution Units, etc.	\$ 160.00
Pelco DX8100 Hybrid Video Recorder w/ DX8100 16	\$ 55.00
Pelco DX8100 Hybrid Video Recorder	\$ 25.00
Lot of Three Digi Ports EM16 and One Digi Ports EM8	\$ 30.00

Lot of Twelve Peek IQ Connect M3000 Translators	\$	20.00
Lot of NEW Optelecom Equipment	\$	155.00
Lot of NEW Meridian Technologies SR-500S	\$	32.00
Lot of NEW and Used Meridian Technologies Equip	\$	20.00
Lot of NEW and Used Meridian Technologies Equip	\$	45.00
Lot of NEW and Used Meridian Technologies Equip	\$	15.00
Lot of NEW and Used Meridian Technologies Equip	\$	45.00
Lot of Used Computer Equipment	\$	9,121.00
Lot of Executive Office Furniture	\$	325.00
Lot of Misc. Furniture	\$	25.00
Used Topcon AT-G6 Auto Level	\$	80.00
Lot of Used Computer Equipment	\$	12,515.00
Lot of Two Meter Calibration System RFL 5800 Units	\$	61.00
Lot of Large Format Printers	\$	305.00
Varian CP3800 Gas Chromatograph and Other Eq	\$	1,110.00
Lot of Used Census/Badger Brass Water Meters	\$	8,020.00
2009 Ford Econoline E350 Super Duty 12 Pass Van	\$	4,360.00
Used Allis Chalmers Forklift	\$	2,510.00
2009 Ford Econoline E350 Super Duty 12 Pass Van	\$	4,400.00
2009 Ford Econoline E350 Super Duty 12 Pass Van	\$	1,100.00
2007 Dodge Grand Caravan SE	\$	2,965.00
1991 John Deere LX172 Lawn Tractor with 38" Deck	\$	450.00
Lot of Two Dell Latitude E6400 Laptops	\$	35.00
Lot of Mobile View Vehicle Cameras	\$	130.00
Lot of File Cabinets	\$	25.00
1986 Model COATS 40-40SA Table Top Tire Changer	\$	407.00
Lot of Thirteen 245/70/91.5 Tires	\$	1,340.00
NAPA Fleet 1 Ton (2000 lbs.) 5 position Shop Crane	\$	60.00
Coffing 1 TON Electric Hoist	\$	170.00
Lot of Three Genfare (GFI) Odyssey Fareboxes	\$	25.00
Lot of Eleven (11) Dell Latitude E6400 Laptops	\$	556.99

\$ 704,918.66

CITY OF HIGH POINT

AGENDA ITEM



Title: Rich Fork Diversion Pump Station Evaluation
Black and Veatch International Company

From: Terry Houk – Public Services Director
Derrick Boone – Public Services Asst. Director

Public Hearing: N/A

Meeting Date: November 15, 2021

Advertising Date: N/A

Advertised By: On-Call

Attachments: Attachment A- Proposal for Engineering Services for the Rich Fork Diversion Pump Station
PER Project

PURPOSE:

To contract with the Black and Veatch International Company to evaluate the necessary capacity and site selection of a new sanitary sewer pump station that would divert flow from the Riverdale Pump Station.

BACKGROUND:

The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the City. The Riverdale Pump Station is High Point's largest pump station. Emergency repairs were performed on the pump station due to damage from Hurricane Florence in 2018. While the station was offline for the emergency repairs, it was expanded to a capacity of 30 Million Gallons Per Day (MGD) which included the installation of a new 10 MGD submersible pump and backup generator. A second force main is also currently under construction that will discharge to the Eastside Wastewater Treatment Plant from the pump station. The existing pumps, Variable Frequency Drive (VFD), electrical components, and controls in the station were not replaced as part of the expansion project and soon will have to be upgraded.

The intent of the Public Services Department is to divert additional flow from the Riverdale Pump Station to avoid a future expansion of the pump station, and instead upgrade the existing pumps, VFDs, electrical components, and controls within the existing footprint of the station. The scope of the Rich Fork Diversion Pumping Station Preliminary Engineering Report (PER) Project will be for Black and Veatch to evaluate the needed capacity and site selection of a new pumping station, hydraulic evaluations, gravity sewer and force main sizing and routing, and other system improvements needed to divert flow from the Riverdale Pump Station to the Westside WWTP.

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 professional engineering services to Black and Veatch International Company in the amount of \$163,000.



BLACK & VEATCH
Building a world of difference.®

BLACK & VEATCH INTERNATIONAL COMPANY

10925 DAVID TAYLOR DRIVE, SUITE 280
CHARLOTTE, NC 28262 USA
+1 704-510-8451 | OSBORNEJM@BV.COM

October 21, 2021

City of High Point
211 S. Hamilton Street
High Point, NC 27260

Attention: Mr. Terry Houk
Public Services Director

Subject: Rich Fork Diversion Pumping Station PER Project

Dear Terry:

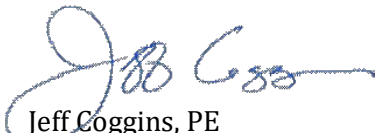
Attached for your approval is Attachment A Scope of Services and Attachment B Compensation for the subject Project. The City of High Point owns and operates the existing 30 MGD capacity Riverdale Pumping Station (PS) which is the largest PS upstream of the existing Eastside WWTP. As documented in the 2019 Sanitary Sewer Master Plan (SSMP), it was determined that the existing Riverdale Pumping Station is at capacity, cannot be expanded, and collection system improvements are needed to reduce peak flows to the PS. The SSMP identified several peak flow reduction improvements including a potential new pumping station to divert a portion of its influent flow upstream of the existing Waterview Pumping Station to the west via Rich Fork which would flow by gravity to the Westside WWTP.

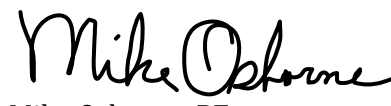
The Rich Fork Diversion Pumping Station PER Project will evaluate the needed capacity and site selection of a new pumping station, hydraulic evaluations, gravity sewer and force main sizing and routing, and other system improvements needed to divert flow from the Riverdale PS to the Westside WWTP.

We appreciate and look forward to the opportunity to work with you and your staff on this important project.

Very truly yours,

BLACK & VEATCH INTERNATIONAL COMPANY


Jeff Coggins, PE
Associate Vice President


Mike Osborne, PE
Sr. Project Manager/Client Director

ATTACHMENT A SCOPE OF SERVICES

Owner: City High Point, North Carolina
Engineer: Black & Veatch International Company
Project: Rich Fork Diversion Pumping Station & Pipelines

This Scope of Services outlines the preliminary engineering for the Rich Fork Diversion PS & Pipelines Project (herein after referred to as “Project”). The Scope of Services for detailed design, permitting, bidding, and construction administration and inspection services are not included herein and are anticipated to be contracted later as an amendment to this Agreement.

The City of High Point (hereinafter referred to as “Owner”) owns and operates the existing 30 MGD capacity Riverdale Pumping Station (PS) which is the largest PS upstream of the existing Eastside WWTP. As documented in the 2019 Sanitary Sewer Master Plan (SSMP), Owner has determined that the existing Riverdale Pumping Station is at capacity, cannot be expanded, and collection system improvements are needed to reduce peak flows to the PS. The SSMP identified several peak flow reduction improvements including a potential new pumping station to divert a portion of its influent flow upstream of the existing Waterview Pumping Station to the west via Rich Fork which would flow by gravity to the Westside WWTP.

The major components of the facilities anticipated to be evaluated under this project include a new pumping station upstream of the Waterview PS to divert flow to Rich Fork. The capacity of the new pump station will be evaluated and is assumed to be 4.5 MGD as indicated in the SSMP. Other facilities anticipated include gravity sewer extension to new PS and discharge force main to Rich Fork. Evaluations will also include Rich Fork gravity sewer improvements necessary to convey flow to the existing Westside WWTP.

The preliminary engineering for the Rich Fork Diversion PS & Pipelines Project will include evaluations of the following elements:

- Site selection for new pumping station
- Hydraulic/Pumping evaluation
- Sizing and routing of approximately 5,000 LF of influent gravity sewer
- Sizing and routing of approximately 33,000 LF of force main
- Necessary improvements to downstream receiving gravity sewer to convey flow to Westside WWTP

The Scope of Services is anticipated to be performed as follows:

Preliminary Engineering Services

Preliminary Evaluations 3.5 months

Preliminary Engineering Report 1.5 months

PHASE 1000. PROJECT MANAGEMENT AND ADMINISTRATION

A. Administration and Coordination.

1. Conduct a project initiation meeting to clarify Owner's requirements for the project; review available data and project organization and staffing; and present initial work plan and schedule.
2. Conduct consultations and meetings with State and Federal agencies concerning the project to determine their requirements. One meeting is anticipated.
3. Arrange for and participate in five monthly project meetings with Owner to review progress and exchange ideas and information.
4. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made and why those decisions were made.

B. Provide project management and administration for a 5-month period to:

1. Correspond and consult with City,
2. Coordinate activities of the Engineer's project team,
3. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
4. Provide overall project direction to Engineer's personnel to meet City's objectives.
5. Maintain a project filing system throughout the life of Project to use for storage and retrieval of project documents.
6. Prepare monthly invoices and status reports to document Project progress.

PHASE 2000. PRELIMINARY ENGINEERING

A. Preliminary Evaluations

1. Hydraulic/Pumping Evaluation. Utilizing the existing collection system model and the population projections from the 2019 City of High Point Sanitary Sewer Master Plan provided by Owner, Engineer will conduct evaluations of the existing and future collection system to determine the following pertaining to the new PS:
 - a. Identification of flow projections for the planning periods of existing model into the collection system serving the Waterview PS. Owner will be asked to confirm any new flows not captured in the 2019 Master Plan.
 - b. Selection of current and future pumping station capacities for the new Rich Fork and existing Waterview PSs. Capacities will be evaluated to determine the optimal Rich Fork PS diversion capacity which accomplishes the following:
 - 1) Sufficiently offloads flow to existing Waterview PS to minimize expansion or improvements throughout the planning period.
 - 2) Minimizes or defers to future any necessary improvements to the existing downstream receiving gravity sewer for conveyance to Westside TP.
 - c. Evaluate type, quantity, and capacity of the pumping units for new PS.
 - d. Develop system head curve data for current and future conditions. Select operating conditions of pumping units (flow, head, horsepower, speed).
 - e. Evaluate surge potential and associated surge mitigation measures needed at pumping station.

It is assumed the existing model is calibrated, additional calibration is not required, and no adjustments to population projections or planning period will be required.
2. Site Selection Evaluation. Engineer will identify and evaluate up to three potential site locations for the new PS. Engineer will visit the sites and develop one high level conceptual site layout which can be applied to all three sites. Engineer will present layout and summarize pros and cons of each potential site location considering available site area, topography, proximity to existing mains, new pipe routing, drive access, and proximity to other residential dwellings in the first preliminary evaluation workshop.

3. Pipeline Evaluations. Engineer will evaluate sizing and routing of new influent gravity sewer, force main, and downstream receiving gravity sewer. The evaluations will include the following:
 - a. Review any existing inspection data such as CCTV data, but no new inspection is included in this scope.
 - b. Conduct a site visit to evaluate routes of proposed pipelines. One day is budgeted for this effort.
 - c. Review record drawings of existing pipelines provided by the Owner to verify sizes, materials, and easement widths.
 - d. Routes will be evaluated and compared in terms of cost, easement needs, environmental impacts, and constructability. Two to three alternative routes will be evaluated.
 - e. GIS maps will be provided for the alternatives.
 - f. Environmental work will be limited to desktop analysis utilizing readily available information from various government sources such as US Fish and Wildlife, State Historical Preservation Office, and local GIS data. Field surveys for threatened and endangered species or wetland and stream identification are not included in this scope.
4. Pumping Station Facilities Evaluation. The PS is anticipated to utilize submersible pumps in a pre-cast manhole assembly. An adjacent pre-engineered building will house the electrical gear (constant speed starters, step-down transformers, power panels, lighting panels, and communications panels). No interior plumbing is planned. Standby power generator and antenna for remote communications are included. Odor control system is included anticipated to consist of carbon adsorption system for treatment of the submersible pump wetwell headspace. No provisions for screenings removal are included. The evaluation will include the following:
 - a. Develop preliminary site plan with conceptual building floor plans.
 - b. Develop basic utilities services concepts, including standby power or redundant power supply.
 - c. Develop I/O and future CCTV requirements of new pump station for use in the evaluation and development of the communication infrastructure requirements between new pump station and existing SCADA system.
5. Preliminary Evaluation Workshops. Two Workshops will be conducted with Owner to review and discuss the Preliminary Evaluations, obtain feedback, and select improvements to be designed. Engineer will prepare and distribute meeting minutes for the workshops which will include a record of decisions

made. The selected improvements will be documented in the Preliminary Engineering Report described below.

B. Preliminary Engineering Report

1. A Preliminary Engineering Report (PER) will be prepared to provide a summary of design data and other information to be used for a basis of design for the facilities. Tabular format will be used where practical. The PER will include pertinent information from the preliminary evaluations and detailed information as required to provide the following information:
 - a. Horizontal and Vertical Datum.
 - b. Applicable codes and standards.
 - c. General site and new facilities layout.
 - d. GIS mapping of selected pipeline routing.
 - e. Process equipment listings, including size and type.
 - f. Major electrical, instrumentation and control systems description.
 - g. Description of emergency standby power provisions.
 - h. Auxiliary systems descriptions, e.g., sampling systems, security systems.
 - i. Special instructions from Owner, e.g., standardized equipment.
 - j. Permitting log.
 - k. Opinion of Probable Construction Cost.
2. Conduct quality control review and revise as required.
3. Review workshop. Conduct a review workshop with Owner to review and discuss the design memorandum and obtain feedback. Engineer will prepare and distribute minutes for workshop which will include a record of decisions made.

PHASE 3000. OWNER'S RESPONSIBILITIES

- A.** The Owner will be responsible for the following in support of this project.
1. Provide all information on existing facilities.
 2. Provide access to existing facilities as appropriate.

3. Operation of all valves, pumps, and other equipment.
4. Easement negotiations and acquisitions.

PHASE 4000. SUPPLEMENTAL SERVICES

- A. Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services.
- B. Supplemental services shall include, but are not limited to:
 1. Additional meetings with local, State, or Federal agencies to discuss the project.
 2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 3. Special consultants or independent professional associates required by Owner.
 4. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.
 5. Additional permitting or regulatory meeting assistance.
 6. Value engineering reviews or services.
 7. Coordination of and expenses for trips with Owner to other facilities to review facility features and operation and maintenance requirements of process.
 8. Hazardous materials testing and subsequent provisions for hazardous materials handling and disposal.
 9. Any additional development, calibration or population projections of Owner's existing collection system model.
 10. Hydraulic evaluation and flow projections of other pumping stations beyond the new Rich Fork Diversion PS.
 11. Land acquisition assistance for new pump station site and pipeline easements.

12. Field investigations including site survey and geotechnical for new pump station and pipelines.
13. Environmental investigations for new pump station and pipelines.
14. Inspections of existing pipes.

ATTACHMENT B

Owner: City of High Point, North Carolina
Engineer: Black & Veatch International Company
Project: Rich Fork Diversion PS & Pipelines

COMPENSATION

For services covered by this Contract, the Owner agrees to pay Engineer as follows:

- A. For Phase 1000- Project Management and Administration and Phase 2000-Preliminary Engineering as defined in Attachment A of the contract, a lump sum amount of \$163,000.00.
- B. For Phase 4000-Supplemental Services as defined in Attachment A of the contract, Owner and Engineer will negotiate a written amendment to this contract prior to beginning work on Supplemental Services.

CITY OF HIGH POINT

AGENDA ITEM



Title: ElectriCities Joint Purchasing Agreement

From: Garey S. Edwards, Electric Utilities Director
Tyler Berrier, Asst. Electric Utilities Director

Meeting Date: November 15, 2021

Public Hearing: N/A

Advertising Date

Advertised By: N/A

Attachments: ElectriCities Joint Purchasing Agreement

PURPOSE:

This program allows Member Cities to group together so that they can purchase stock items and services for economy of scale.

BACKGROUND:

In the past, this program has allowed Cities to bid as a large quantity, usually resulting in lower pricing. Typically, ElectriCities will notify participating Cities for their items to include in the bid formulate the document and then open bids through the City of Rocky Mount's purchasing Department.

We typically participate in the following areas with ElectriCities:

- Wood pole purchases
- Tree trimming
- Substation maintenance
- Pole inspections

BUDGET IMPACT:

Funds are included in the 2021-22 budget to cover these expenses.

RECOMMENDATION / ACTION REQUESTED:

I recommend that the City Council approve this document for participation over the agreement period (three years).

**MEMBER COOPERATIVE BID AGREEMENT
FOR JOINT PURCHASING OF
UTILITY MATERIALS, SUPPLIES AND EQUIPMENT**

THIS IS A MEMBER COOPERATIVE BID AGREEMENT made effective the _____ day of _____, 2021, among the North Carolina municipalities and other local political subdivisions, authorities, and agencies of local government being parties signatory to this Agreement either originally or by counterpart executed from time to time (referred to herein individually as a "**Participating Member**" and collectively as the "**Participating Members**") and ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency ("ElectriCities").

RECITALS

A. Each Participating Member desires to purchase various materials, supplies and items of equipment for use in the operation of its electric utility system (referred to herein collectively as ("**Utility Equipment**") during the 2021-2024 calendar years; and desires to jointly advertise and receive bids for fixed prices on those items of Utility Equipment to obtain the lowest price reasonably available to them.

B. Pursuant to §160A-460 et seq. of the General Statutes of North Carolina, the Participating Members desire to join in this Agreement for the purpose of jointly advertising for and receiving bids for one or more vendors to provide a fixed price or prices to supply various items or category of items of Utility Equipment as may be desired by two or more of Participating Members, to identify the lowest responsive and responsible bidder(s) for each item or category of items, to award a fixed price contract and establish a process whereby each of the Participating Members may issue purchase orders against such fixed price contracts as specified in the bid documents, and to have ElectriCities provide administrative assistance to the Participating Members in the bid and award process and in the administration of the contracts, all in conformity with the requirements of North Carolina General Statute § 143-129 and other relevant public procurement laws.

COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Member Cooperation. The Participating Members associate themselves under this Agreement for the purpose of proceeding jointly in the competitive procurement of various items of categories of Utility Equipment. As set forth below, the Participating Members, with the administrative assistance of ElectriCities, shall prepare the appropriate bid materials, place required advertisements, receive bids, determine the lowest responsive and responsible bidder(s) (the "**Vendor(s)**"), award a fixed price contract and establish a process whereby each of the Participating Members desiring to participate in a joint bid may issue purchase orders against such contracts directly to the Vendor(s). The Participating Members acknowledge and agree that this Agreement is for the purpose of interlocal cooperation

under North Carolina General Statute §160A-460 et seq. and not as a partnership or joint venture. No Participating Member shall have the power or right to bind or act on behalf of any other Participating Member except as expressly set forth in this Agreement. Neither this Agreement, nor the fixed price contract contained in the bid documents, shall be considered a requirements contract, and a Participating Member will have no obligation to a Vendor under or in connection with the same until and only if the Participating Member issues a purchase order as specified in the bid documents against the fixed price contract to that Vendor. The fixed price contract shall provide that by issuing a purchase order as specified in the fixed price contract to a Vendor for a particular item, the Participating Member will be covenanting not to purchase that item, and that item only, from a source other than the successful Vendor for the term of the fixed price contract. Except as set forth in the preceding sentence, nothing herein shall preclude a Participating Member from purchasing any item or category of Utility Equipment from any source or under any procedures it deems appropriate, in its sole and absolute discretion.

2. Term. The term of this Agreement shall commence on the date hereof and shall end on December 31, 2024.

3. Participation of ElectriCities. Pursuant to this Agreement, the Participating Members have requested that ElectriCities assist them in the administration of the joint bid process and to exercise each other and further powers as may be reasonably necessary to administer the joint fixed price contract as deemed in the best interest of the Participating Members. Except as provided in Section 7 below, the Participating Members shall jointly and severally release, indemnify, defend and hold harmless ElectriCities, and its officers, directors, commissioners, officials, employees and agents, from and against any and all loss, liabilities, claims, damages, fines, penalties, clean-up costs and other pollution related items, costs, fees (including reasonable attorney's fees) and expenses related thereto (referred to herein collectively as "Damages"), resulting or arising out of the services to be provided hereunder by ElectriCities, including, without limitation, those resulting or arising out of the acts or omissions (negligent or otherwise) of ElectriCities or its officers, directors, commissioners, officials, employees or agents, except those resulting solely from their gross negligence or willful misconduct.

4. Appointment of an Acting Member. By joining in the execution of this Agreement, each Participating Member hereby authorizes the City of Rocky Mount (Rocky Mount"), or such other Participating Member as shall be designated as provided below, to act on its behalf under this Agreement pursuant to North Carolina General Statute §160A-460 et seq. At any time and from time to time, Rocky Mount or a majority of the Participating Members may designate a Participating Member other than Rocky Mount to perform the tasks of Rocky Mount for one or more of the joint bids to be made pursuant to this Agreement. Hereinafter Rocky Mount and the other Participating Member(s), if any are designated as herein provided, shall be referred to as the "Acting Member" in connection with each joint bid.

a. Powers and Duties. With the assistance of ElectriCities, the Acting Member, or its delegates under North Carolina General Statute §143-129(a), shall have the following powers and duties:

(i) To canvass or otherwise determine what items or categories of Utility Equipment are desired by the Participating Members, and for which of those items or categories bidding under this Agreement might be advisable,

(ii) To prepare a joint invitation for bids for each item or category of Utility Equipment to be jointly bid hereunder, with appropriate terms and specifications, together with a joint advertisement consistent with the public bid laws, and with the joint purchase approach contemplated by this Agreement. In carrying out this duty, the Acting Member shall observe the following requirements:

(1) The bid documents shall clearly state:

(a) That upon award, the Vendor agrees to enter into the fixed price contract included in the bid documents within the time period set forth in the bid documents, which period shall not exceed thirty (30) days, and to comply with all purchase orders, if any, issued by a Participating Member;

(b) That no contract enforceable against any Participating Member is formed until that Participating Member accepts the fixed price contract and issues its individual purchase order as specified in the bid documents to the Vendor and that the Participating Member's liability to the successful Vendor shall exist solely pursuant to, and only to the extent of, its individual purchase orders.

(2) The right shall be reserved to make multiple awards when it appears in the best interest of the Participating Members. The joint advertisement shall be placed in newspapers having general circulation or any other media permitted in the then current North Carolina General Statutes addressing public bidding and advertisement, and otherwise qualified to advertise legal notices, in each Participating Member desiring to participate in a joint bid.

(3) The location for the receipt and opening of the public bids shall be the offices of ElectriCities in Raleigh, North Carolina, or such other location as shall be designated by the Acting Member.

(iii) To examine the bids to identify all bids complying with the terms and specifications of the invitation for bids, and to tabulate all complying bids, identifying the lowest responsive and responsible bidder or bidders, taking into consideration matters permitted by law and deemed appropriate by the Acting Member; to cause the tabulation and the identification of the lowest responsive and responsible bidder(s) to be transmitted by ElectriCities to each Participating Member, or its delegates under North Carolina General Statute §143-129(a); thereafter, unless otherwise instructed by a majority of the Participating Members desiring to participate in a joint bid, or unless good cause appears to the Acting Member to either recall the tabulation due to error or to reject all bids and cancel the procurement (notification of which decisions shall be transmitted to each Participating Member), to cause a notice to be sent to the lowest and best responsive and responsible Vendor on behalf of all Participating Members desiring to participate in a joint bid together with a fixed price contract form to be executed as set forth in the bid documents;

(iv) to execute fixed price contracts on behalf of the Participating Members desiring to participate in a joint bid and to cause the transmittal of copies of each such contract to each Participating Member desiring to participate in a joint bid, or its delegees under North Carolina General Statute § 143-129(a); and

(v) to exercise such other and further powers as may be reasonably necessary to administer the joint fixed price contracts or as otherwise consistent with the public procurement procedures of the Acting Member.

b. Hold Harmless. Each of the Participating Members, other than the Acting Member; hereby jointly and severally agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the Acting Member, and its officers, councilmen, officials, employees and agents, from and against any and all Damages resulting or arising out of acts or omissions (negligent or otherwise) of the Acting Member, or its officers, councilmen, officials, employees or agents as the Acting Member, except those resulting solely from their gross negligence or willful misconduct, including without limitation, the Acting Member's execution of the Fixed price Contract on behalf of the Participating Members. ElectriCities and the Participating Members agree that the provisions of this paragraph 4(b) shall apply separately to each joint bid conducted pursuant to this Agreement and that the "Acting Member" may be different for one or more joint bids and that this paragraph shall be interpreted and applied accordingly.

5. Purchase Orders. Each Participating Member or its delegees under North Carolina General Statute §143-1 29(a), shall be responsible for preparing and executing its own purchase order or orders for each item or category of items of Utility Equipment it desires to purchase pursuant to this Agreement, if any, which purchase orders shall not be inconsistent with the bid documents used in this cooperative bidding. Each purchase order shall provide that the Participating Member shall be solely liable for obligations to the party shown as Vendor on the purchase order and shall permit each Participating Member, at its option, to waive bonding requirements as provided in the North Carolina General Statutes.

6. Administration of Purchase Contracts. Each Participating Member shall be solely responsible for the administration and enforcement of its respective purchase orders, if any, and to see that the party shown as Vendor on the purchase order fulfills its obligation to that Participating Member. Each Participating Member will notify ElectriCities as soon as is practicable of any problems or disputes with a vendor, and ElectriCities shall use its good faith efforts to assist the Participating Member in its efforts to resolve the problem or dispute. Each Participating Member hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the other Participating Members, and their respective officers, councilmen, officials, employees and agents, from and against any and all Damages arising or resulting from that Participating Member issuing a purchase order in connection with a joint bid conducted pursuant to this Agreement.

7. Costs and Expenses. ElectriCities shall bear the administrative costs and expenses of activities it participates in pursuant to this Agreement, including the costs of placing all joint legal advertisements in connection with the public bid. Costs may be recovered as agreed upon between ElectriCities and the Participating Members.

8. Assignment. To the extent allowed by applicable law, no Participating Member may assign this Agreement or any of its rights or obligations hereunder without the prior consent of all the other Participating Members.

9. Notice. Except as provided in Section 4.a. hereof, all notices and other communications authorized or required hereunder shall be in writing and shall be deemed given when hand delivered, upon confirmation of receipt of facsimile transfer or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, to ElectriCities and the Participating Members at the last address of each as on record at ElectriCities, or such other address or addresses as a Participating Member hereto may hereafter designate by notice to the other parties hereto given in the manner provided for notices hereunder:

ElectriCities of North Carolina, Inc.
Procurement Specialist
Post Office Box 29513
Raleigh, NC 27626-0513
Facsimile Number: (919) 715-6055

10. Counterparts. This Agreement may be executed in two or more counterparts or through the use of counterpart signature pages. The signature of any party on any counterpart signature page, even if executed after the date of this Agreement, shall be deemed to be a signature to, and may be appended to, a counterpart of this Agreement. All such counterparts and counterpart pages shall be deemed an original and all of which shall together constitute one and the same instrument binding on all parties to this Agreement, notwithstanding that all parties may not have executed all counterparts or the same counterpart, or that counterpart signature pages have been executed after the date of this Agreement and appended to a counterpart of this Agreement. A Participating Member may only directly participate in fixed price contracts jointly bid pursuant to this Agreement where the newspaper notice for that joint bid is published for the first time after the counterpart signature page for that Participating Member is received by ElectriCities. However, nothing herein shall preclude a Participating Member from utilizing Section 143-129(g) of the North Carolina General Statutes or other rights it may have in connection with a joint bid made pursuant to this Agreement to fulfill its public procurement requirements.

11. Entire Agreement. This Agreement constitutes the entire agreement among ElectriCities and the Participating Members with respect to the subject matter described herein, and this Agreement may not be modified except by a writing executed by all the Participating Members. The exhibit and counterpart signature pages attached hereto from time to time are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement in the manner prescribed by law, to be effective the day and year first above written.

ELECTRICITIES OF NORTH CAROLINA, INC.



By: _____
Roy Jones
Chief Executive Officer

CITY of ROCKY MOUNT
(as a Participating Member and as Acting
Member)

By: _____

Mayor

ATTEST:

Clerk
[SEAL]

SEPARATE ADDITIONAL SIGNATURE PAGE
FOR PARTICIPATING MEMBER

MEMBER COOPERATIVE BID AGREEMENT
FOR JOINT PURCHASING OF
UTILITY MATERIALS, SUPPLIES AND EQUIPMENT

Participating Member

By: _____

[Printed Name]

Title: _____

ATTEST:

Clerk
[SEAL]

Community Development & Housing Department

CDBG - CV

&

Affordable Housing Updates

Community Development Committee

February 2, 2021

CDBG-CV Funding recap

CDBG-CV must be used to prevent, prepare for, and respond to the coronavirus pandemic.

- Contracts issued totaled \$354,363 leaving a balance of \$198,343
 - 66.6% of funds expended or pending
 - \$220,309.81 reimbursed to date as of December 31, 2020
 - \$15,846.92 pending reimbursement
 - \$118,206.27 balance to expend on existing contracts (including pending reimbursements)
- Staff will recommend allocation of remaining 198,343 balance to Council on 2-15-21:

Housing Consultants Group	\$80,000.00	Mortgage, Rental and Utility Assistance
West End Ministries	\$60,000.00	Rental and Utility Assistance
Piedmont Health and Sickle Cell Agency	\$33,343.00	Rental and Utility Assistance
Open Door Ministries	\$25,000.00	Rental and Utility Assistance

- Total uncommitted CDBG-CV balance will be \$588,681 (2nd allocation).
- Staff is exploring possibility of using 2nd allocation funds on a public facility
- Pandemic relief bill extended deadline for spending down the \$150 billion in coronavirus relief funds to December 31, 2021.

Agency	Amount Awarded	Amount Spent to Date	Project Update	Percent Complete (%)
Open Door Ministries Emergency expansion of men's homeless shelter to increase social distancing and put in place other COVID-19 preventative measures.	\$28,800.00	\$28,800.00	Project is complete. 11 homeless men were assisted with emergency shelter. The temporary shelter was staffed 24 hours a day, 7 days a week. 12 part time staff were paid using grant funds. Funding also provided meals, supplies, and case management.	100%
Growing High Point Increase food access in low- and moderate-income neighborhoods via "Mobile Market" project.	\$40,150.00	\$10,914.02	Ten (10) mobile market locations - all in low-income neighborhoods that are also considered "food deserts", have been finalized. They plan on placing "bus stop" signage at each of these locations to further promote the program and drive sales. Launch date is expected to be February 2021.	27.18%
Hayden Harman Foundation Provide sanitizing stations in low- and moderate-income neighborhoods. Stations will be equipped with portable toilets and handwashing stations. They will be cleaned and serviced daily.	\$31,090.00	\$15,397.24 (Pending reimbursement for \$11,848.45)	A total of 9 stations have been placed at 5 locations. Units continue to be serviced twice a week due to significant usage. Funding has been secured to extend the sanitation stations for an additional three months. They continue to experience only minor issues with the use of the sanitation stations.	87.63%
Housing Consultants Group Provide emergency rent and mortgage assistance targeting those that are unemployed or underemployed as a result of the COVID-19 pandemic.	\$50,000.00	\$25,000.00	Assistance has been provided to 44 families. To date, \$35,858.26 has been spent on mortgage and rental assistance. Of that, \$8,106.37 has been on mortgages. 36 families have received rent assistance and 8 have received mortgage assistance. Applications are available online and in-person by picking up an application at the office.	50.00%

Agency	Amount Awarded	Amount Spent to Date	Project Update	
Macedonia Family Resource Center Provides emergency food assistance and essential supplies to anyone who has experienced hardships related to the COVID-19 pandemic.	\$44,160.00	\$26,515.60 (pending reimbursement for \$3,998.47)	This project is providing food & supplies for the community and one hot meal per month. (Groceries, Detergent, Bleach, Hand Sanitizers, Masks, etc.) This grant has enabled Macedonia to hire additional staff members to supply the food and essentials daily until 6:30 pm. They offer hot meals once per month to over 100 individuals within the community. Donations from their caterer allow the agency to serve more individuals than originally anticipated each month.	69.10%
Open Door Ministries Provides emergency rent and utility assistance to those impacted by the COVID-19 pandemic. Housing assistance to move shelter residents into permanent housing more quickly.	\$21,200.00	\$3,275.00	The Shelter to Housing Program goal is to house 20 men by end February 2021. Case manager and shelter staff works with every resident on goals of employment and housing. To date, 6 residents have been assisted with rental payments and moved into permanent housing.	15.45%
Piedmont Health and Sickle Cell Agency Assistance to equip the organization with personal protective equipment and office supplies to ensure a safe environment for their staff and clients receiving health services. Provide emergency rent and utility assistance to household impacted by COVID-19.	\$20,826.00	\$14,394.30	PHSSCA provided food to families in High Point during the month of December. We served 26 unduplicated households, 32 total households, 38 unduplicated individuals, and 44 total individuals. To date, 14 clients have been assisted with utility payments and 20 clients have received rent assistance.	69.12%

Agency	Amount Awarded	Amount Spent to Date	Project Update	
Salvation Army Boys and Girls Club Provide educational programming, distance learning support, and childcare assistance for families impacted by COVID-19.	\$39,000.00	\$23,530.00	Services have been provided to 64 children. The summer learning camp was held beginning in June with structured activity all day. Children were provided swim lessons, had science, math, and engineering projects weekly, held healthy cooking classes, planted a “community” garden, had art projects, and were provided breakfast, lunch and snack every day.	60.33%
Senior Resources of Guilford Increasing food access by delivering meals to 25 homebound seniors. This is in response to the increased need for access to food and transportation experienced by seniors during the COVID-19 health crisis.	\$29,137.00	\$27,869.14	As of December 30, 2020, Senior Resources has delivered a total of 2,672 meals to fifty (50) homebound seniors in High Point. In addition to the meals delivered, forty-nine (49) rides for thirteen (13) senior riders over the grant period.	95.65%
West End Ministries Provides funding for operating costs and increased case management services for homeless women with a goal of moving them from the shelter and into permanent housing quicker.	\$50,000.00	\$44,614.51	To date, 46 homeless women have been provided emergency and supportive services. The grant has enabled West End to hire extra staffing to provide increased case management. As a result, the agency has been better able to help the women become self-sufficiency quickly. This means that they are ready to move into permanent housing quicker, opening up beds at Leslie’s House.	89.23%
Total Allocated: \$354,363.00	Total Reimbursed To Date: \$220,309.81	Total Pending Reimbursement: \$15,846.92		Overall % Complete: 66.64%

Emergency Rental Assistance Program

- Authorized through Covid-19 relief bill
- Provides \$25 billion to pay rent and utilities for income eligible households
- Funds provided directly to States, U.S. Territories, local governments, and Indian tribes
 - Administered by the Treasury Dept
 - State of NC expected to receive \$702 million
 - 45% state's allocation made available to local governments with more than 200,000 residents
 - Greensboro received approximately \$9 million
 - Guilford County to receive approximately 8 million
- Program requirements are very similar to CDBG-CV
 - No duplication of benefits
 - Renters with incomes up to 80% of area median income
 - Assistance can last up to 12 months plus an additional 3 months, if necessary, to ensure housing stability.

2021 Applications submitted to NCHFA

192 applications submitted statewide

Total # units = 16,128

Includes multifamily, elderly and rehabilitation projects

- 155 LIHTC requests
- 29 projects requested tax exempt bonds
- 8 rehabilitation projects

9 % LIHTC applications from Guilford County

Gateway Park	102 & 104 E Vandalia Road	Greensboro	Guilford	Family	96	Wynnefield Forward LLC
Keystone Place	5009 Mackay Road	Greensboro	Guilford	Senior (55)	76	Workforce Solutions, LLC
The Arbors at South Crossing - Phase 1*	800 W. Florida Street	Greensboro	Guilford	Family	80	South Creek Development, LLC
The Lofts at Elmsley Crossing	506-511 Kallamdale Rd	Greensboro	Guilford	Family	85	Trinity Housing Development, LLC
The Village of Greensboro	113 Martin Luther King Jr. Drive	Greensboro	Guilford	Senior (55)	60	Weaver-Kirkland Housing, LLC
Vandalia Acres	2985 W. Vandalia Rd.	Greensboro	Guilford	Family	96	Affordable Housing Management, Inc.
Yanceyville Place	2005 Mitchell Ave	Greensboro	Guilford	Family	84	Fred Mills, Sr.
Hartley Meadows	501 W. Hartley Drive	High Point	Guilford	Family	72	PG NC Development South LLC

Tax exempt bond applications from Guilford County

Townsend Trace	2571 Sixteenth Street	Greensboro	Guilford	Family	180	Taft-Mills Group, LLC
Wendover Heights	5000 W. Wendover Avenue	High Point	Guilford	Family	216	Wynnefield Forward, LLC

Avondale Trace - Wynnefield

- 72 unit multifamily
- Project completed
- Lease up underway



Abbey Crossing

- Approved by NCHFA August 2020
- 48 units of elderly housing
 - 1 bedroom = 36 units
 - 2 bedroom = 12 units
- Currently under redesign to meet development ordinance requirements
- Redesigned building will be 4 story
- Construction expected to begin late Spring/ early Summer 2021





Highland Creek

- 12.5 acre site located at 3023 South Main St
- Site plan & design underway
- 120 unit multi-family development
- Will utilize 4% NCHFA Tax-exempt bond financing
 - CHP would issue bonds but have no liability
 - Also eligible for 4% federal tax credits if approved
- Final unit mix to be determined

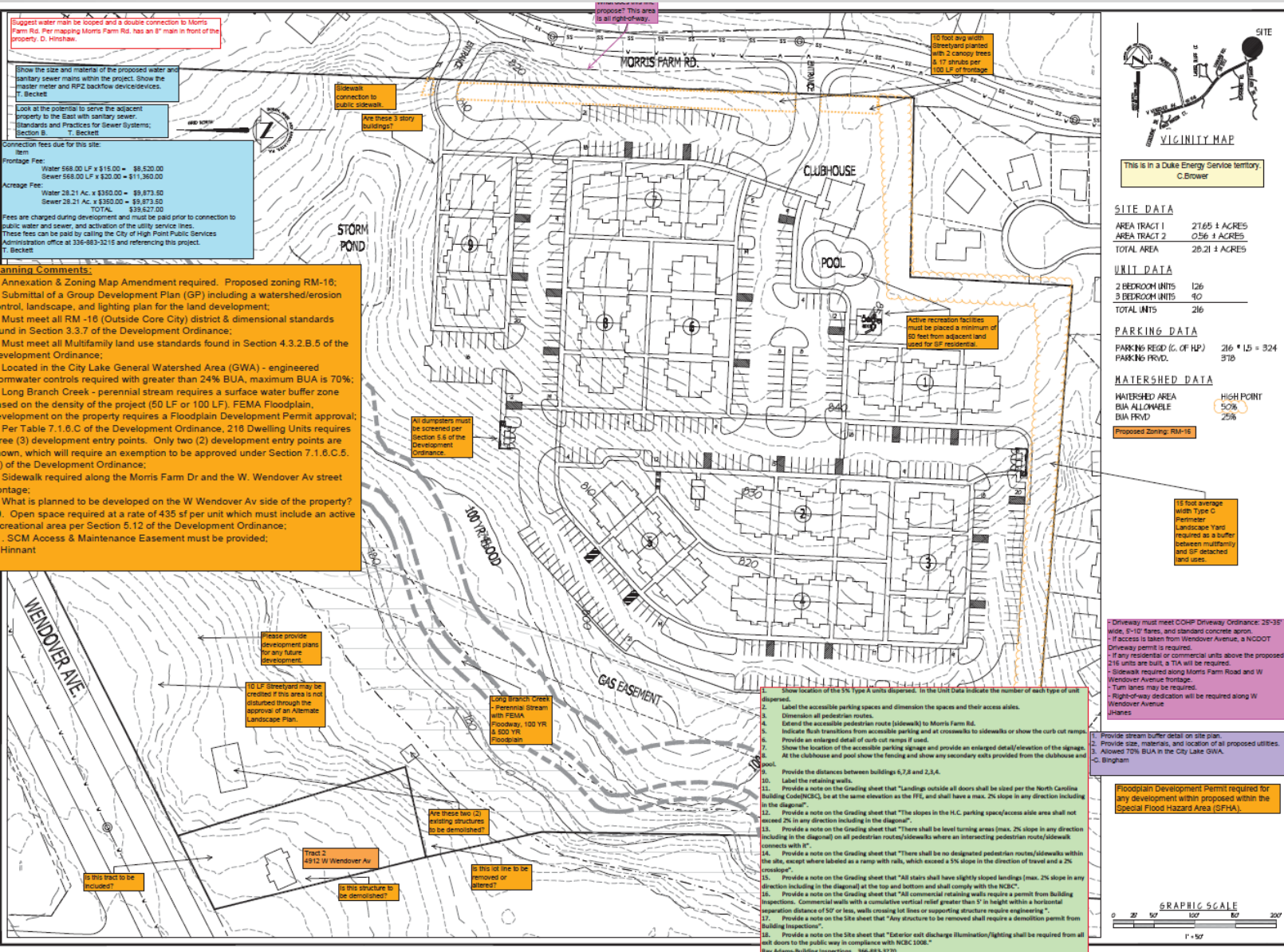
Walnut Ridge

- 5.8 acre site located at 1559 Skeet Club
- Site plan & design underway
- Did not submit for 9% NCHFA Tax credits
- Status undetermined
- Final unit mix to be determined



5000 W Wendover Avenue

- 28.2 acre site off Morristown Rd
- 216 units of multifamily housing
- Site plan & design underway
- 120 unit multi-family development
- Will utilize 4% NCHFA Tax-exempt bond financing:
 - CHP would issue bonds but have no liability
 - Also eligible for 4% federal tax credits if approved
- Final unit mix to be determined



2021-22 ANNUAL ACTION PLAN SCHEDULE

February 7th	Run ad for citizen participation meetings in HPE
February 25th	Virtual citizen participation meeting 10:00 a.m.
March 2nd	Virtual citizen participation meeting 6:30 p.m.
March 9th	Virtual citizen participation meeting 6:30 p.m.
March 25th	Review with CAC
March 28th	Run ad for 30-day review and comment period
April 1st-30th	Draft plan available for 30-day review and comment period
April 4th	Run ad for public hearing before Council
April 6th	Presentation to Community Development Committee
April 19th	Public hearing before Council
April 26th-30th	Finalize plan
May 3rd	Request Council approval
May 15th	Action Plan Submitted to HUD

Thank You

Michael E. McNair, M.P.A.

Director, Community Development & Housing Department

336-883-3676

michael.mcnair@highpointnc.gov

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of 750 MCM and 4/0 Underground Cable
Bid No. 08-110221

From: Garey S. Edwards, Electric Utilities Director
Tyler Berrier, Asst. Electric Utilities Director

Meeting Date: 11/15/21

Public Hearing: N/A

Advertising Date: 11/02/21

Advertised By: City Purchasing

Attachments: Attachment A: Bid Tabulation
Formal Bid Recommendation

PURPOSE: On November 2nd, the City received bids for 40,000 LF of 750 MCM underground primary cable and 23,625 LF of 4/0 underground primary cable.

BACKGROUND:

This cable will be used on the overhead to underground electric conversion on Montlieu Avenue.

BUDGET IMPACT:

We have budgeted adequate funds for this proposal.

RECOMMENDATION / ACTION REQUESTED: City Staff has reviewed the bid submittal and evaluated the bid. We received only one bid from three (3) bidders, we had two no bids, one from Border States and the other from Irby. This has been triggered by the supply line and material issues that the industry is currently facing. We are also seeing long delivery times (26 weeks).

The Electric Department is requesting City Council to award the contract to: **WESCO Distribution** for **\$739,407.75** This bidder was the lowest responsive and compliant bidder.



Bid Tabulation

FORMAL BID #08-110221 – CABLE WHS 107, 113					
VENDOR NAME & ADDRESS	LINE ITEM #	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DELIVERY A.R.O.
Wesco Distribution Clayton, NC 27520	113	40,000	\$15.297	\$611,880.00	182 Days
	107	23,625	\$5.398	\$127,527.75	
Border States Greenville, SC	113	40,000	No Bid	No Bid	
	107	23,625			
Irby	113	40,000	No Bid	No Bid	
	107	23,625			



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **ELECTRIC**

COUNCIL AGENDA DATE: **11/15/2021**

BID NO.: **08-110221** CONTRACT NO.: DATE OPENED: **11/3/2021**

DESCRIPTION:

WHS# 113 750MCM UNDERGROUND CABLE
WHS# 107 4/0 UNDERGROUND CABLE

PURPOSE:

MONTLIEU UNDERGROUND PROJECT

COMMENTS:

THIS CABLE WILL BE USED FOR THE OVERHEAD TO UNDERGROUND CONVERSION PHASE OF THE MONTLIEU PROJECT .

RECOMMEND AWARD TO: **WESCO** AMOUNT: **\$ 739,407.75**

JUSTIFICATION:

IT IS MY RECOMMENDATION THAT THIS BID BE AWARDED TO WESCO , THEY WERE THE LOWEST RESPONSIVE BIDDER MEETING ALL SPECIFICATIONS .

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
431799	533701	431221024805	40202	\$ 739,407.75
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Garey S. Edwards** Digitally signed by Garey S. Edwards
Date: 2021.11.04 09:40:52 -04'00' DATE: **11/3/2021**

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 \$ **739,407.75** .

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti
Date: 2021.11.04 09:50:53 -04'00' DATE: **11/04/2021**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2021.11.04 12:45:25 -04'00' DATE: **11/4/21**

CITY MANAGER: DATE: