City of High Point
Meeting Agenda
Finance Committee

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

Mayor Pro Tempore Britt Moore, Chair
Committee Members:
Monica Peters
Michael Holmes
Tim Andrew

Cyril Jefferson, Mayor (Alternate)

Thursday, May 29, 2025	4:00 PM	Council Chambers

Finance Committee - Mayor Pro Tempore Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

2025-210 **Consideration of an Annual License Renewal for Cisco Duo**
City Council is requested to consider an annual license renewal for Cisco Duo Multi-Factor Authentication (MFA) in the amount of $107,342.46 and authorize the appropriate City Official(s) to execute all necessary documents.

2025-211 **Consideration of an Increase in the Purchase Order Amount for Meritech, Inc.**
City Council is requested to consider an increase in the purchase order amount to Maritech, Inc. from $90,000 to $100,000 for additional laboratory services and authorize the appropriate City Official(s) to execute all necessary documents.

2025-212 **Consideration of a Sole Source Purchase from GEA Westfalia**
City Council is requested to consider a sole source purchase from GEA Westfalia in the amount of $578,236 for a replacement centrifuge rotating assembly at the Eastside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents.

2025-213 **Consideration of a Sole Source Purchase from EBARA Hayward Gordon**
City Council is requested to consider a sole source purchase from EBARA Hayward Gordon in the amount of $57,515 for a

replacement recirculating pump at the Westside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents.

2025-214 **Consideration of a Task Order with CHA Consulting, Inc.**
City Council is requested to consider a task order with CHA Consulting, Inc. in the amount of $98,570 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents.

2025-216 **Consideration of a Write-off of Delinquent Utilities and Miscellaneous Accounts Receivable**
City Council is requested to consider a write-off in the amount of $825,405 for delinquent utilities and miscellaneous accounts receivable through fiscal year 2020-2021 and authorize the appropriate City Official(s) to execute all necessary documents.

2025-224 **Consideration of a Sole Source Purchase from Lenco Armored Vehicles**
City Council is requested to consider a sole source purchase from Lenco Armored Vehicles for a Lenco BearCat armored vehicle and declare the old vehicle as surplus for a trade-in value of $51,350, for a total purchase amount of $331,595, and authorize the appropriate City Official(s) to execute all necessary documents.

2025-215 **Consideration of a Budget Ordinance Amendment for Kersey Valley Road Relocation**
City Council is requested to consider a budget ordinance amendment in the amount of $4,712,255 appropriating funds in the Landfill Development and Closure/Post-Closure Fund and authorize the appropriate City Official(s) to execute all necessary documents.

2025-219 **Consideration of Funding for Outside Non-Profit Organizations - FY 2025-26**
City Council is requested to finalize recommendations for funding the outside non-profit organization requests.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of an Annual License Renewal for Cisco Duo

FROM:
Virginia Baskins
Assistant Information Technology Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote

PURPOSE: To renew annual licenses for Cisco Duo MFA services.

BACKGROUND: Since May 2022, the City has used Cisco Duo MFA to protect sensitive data and systems by ensuring only authorized employees can access City resources. MFA requires users to confirm their identity through multiple verification methods, significantly enhancing digital security.

This renewal includes 1,820 Cisco Duo MFA licenses for a one-year term at a total cost of $107,342.46, including tax. The renewal cost remains unchanged from the previous fiscal year, ensuring continued security and operational stability without additional expense.

The Information Technology Services Department recommends that City Council approve the Cisco Duo license renewal through Ark Technology Consultants under purchasing agreement NCPA #01-96.

BUDGET IMPACT: Funds for this renewal are allocated in the proposed FY 2025-26 budget, contingent upon final approval by the Mayor and City Council.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider an annual license renewal for Cisco Duo MFA in the amount of $107,342.46 and authorize the appropriate City Official(s) to execute all necessary documents.

Ark Technology Consultants
960B Harvest Drive
Suite 250
Blue Bell, PA 19422

Document Number:	5STQ2795
Date:	5/13/2025
Expiration Date:	6/13/2025

Bill To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Ship To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
0		NCPA contract # 01-169	$0.00	$0.00
1,820	DUO-ADVANTAGE	CISCO DUO ADVANTAGE EDITION LICS FORMERLY ACCESS 7/27/2025 through 7/26/2026 NTE: $66.68	$55.25	$100,555.00

Payment Options:
[ ] Purchase Order
[ ] Signed Quote

SubTotal	**$100,555.00**
Tax	**$6,787.46**
Shipping	Actuals will be invoiced
TOTAL	$107,342.46

Accepted By: ______________________________ Accepted Date: ______________

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of an Increase in the Purchase Order for Meritech, Inc.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To receive approval to increase the purchase order amount for laboratory services provided by Meritech Inc.

BACKGROUND: Meritech Inc. is a contract laboratory that is utilized to perform laboratory analyses for specific tests that the City of High Point Water Quality Laboratory is unable to perform in-house. Examples include organics, nutrients, emerging contaminants, and other regulatory required testing. Typically, the total annual cost of Meritech has not exceeded the $90,000 threshold. However, the $90,000 threshold will be exceeded this year due to unplanned analytical cost increases related to emerging compounds and the increased number of samples that were run due to regulatory requirements. The Public Services Department is requesting approval to increase PO #116515 with Meritech, Inc from $90,000 to $100,000 for additional laboratory services.

BUDGET IMPACT: Funds are available in the FY 2024-2025 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider an increase in the purchase order amount to Maritech, Inc. from $90,000 to $100,000 for additional laboratory services and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Sole Source Purchase from GEA Westfalia

FROM:
Robby Stone
Public Services Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote
2. Inspection Report
3. Sole Source Letter
4. Sole Source Request Form

PURPOSE: To utilize GEA Westfalia to replace the rotating assembly on centrifuge #2 at the Eastside Waste Water Treatment Plant (WWTP).

BACKGROUND: There are two centrifuges at the Eastside WWTP that are used for de-watering solids as part of the wastewater treatment process. The dewatered solids are then burned in the incinerator. The centrifuges were installed as part of an upgrade to the Residuals Management facility in 2016. Centrifuge #2 is currently non-operational. Inspection of the centrifuge revealed severe corrosion on the bowl and scroll. Based on this information, GEA Westfalia, the manufacturer of the unit, is recommending replacement of the entire rotating assembly (Bowl shell and liquid hub, gearbox, pillow block assembly on both ends, scroll complete with tiles; completely assembled). The estimated delivery is 22 weeks.

BUDGET IMPACT: Funds are available in the FY 2024-2025 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from GEA Westfalia in the amount of $578,236 for a replacement centrifuge rotating assembly at the Eastside WWTP and authorize the appropriate City Official(s) to execute all necessary documents.

GEA Westfalia Separator Division

100 Fairway Court
Northvale, NJ 07647
Phone (201) 767-3900
Fax (201) 767-3901
Sales.wsus@gea.com
www.wsus.com

May 5, 2025
High Point WWTP
Attn: Peter LaVigne
5898 Riverdale Dr.
Jamestown, NC. 27282

Ref: Quotation No. 30600097

ONE (1) NEW GEA WESTFALIA COMPLETE ROTATING ASSEMBLY

MODEL: **CF-7000 S/N 8009-120**

(Rotating assemble: Bowl shell and liquid hub, gearbox, pillow block assembly on both ends, scroll complete with tiles; completely assembled)

APPLICATION: Wastewater

Note: **Rotating assembly complete is manufactured for CF-7000 1ea.**

SECTION I **SCOPE OF SUPPLY AND PRICING**

Quantity	Description
One (1)	New CF-7000 Rotating Assembly (Bowl Assembly Complete 8419-6600-040 and Scroll Assembly Complete 8419-6539-040)

SECTION II **TOTAL PACKAGE PRICE**

One (1) New CF-7000 S/N 8009-120 / Rotating Assembly………… $578,236.00

Seller reserves the right to adjust the Contract Price for any escalation in the cost of materials (including without limitation the cost of stainless steel, nickel and other metals) that occurs in the time period from the date of Seller's quotation and up to and including the date Seller (or any affiliate of Seller) orders materials for the manufacture or assembly of Seller's supply ("Contract Price Adjustment"). Any Contract Price Adjustment shall be based solely on the escalation (if any) of Seller's direct costs.

Engineering for a better world.

SECURITY INTEREST:

As security for Customer's responsibilities under the contract, Customer hereby grants GEA a continuing first-priority, purchase-money security interest (a "PMSI") in the Collateral. For purposes of the PMSI, the "Collateral" means collectively: (a) each of the goods, all repairs thereto and all replacements and substitutions therefor furnished by GEA; (b) all additions, attachments and accessories to or for any or all items of the goods (including without limitation all fittings and fixtures used in connection therewith); and (c) all proceeds (including without limitation insurance proceeds), accounts, accounts receivable, payment intangibles, instruments, documents, chattel paper, general intangibles and other rights arising from the sale, lease, assignment or transfer by Customer of any or all of the goods. The PMSI shall be and remain a purchase-money security interest. Customer, to evidence, perfect and maintain the PMSI, hereby authorizes GEA to prepare and file in each appropriate jurisdiction, at the Customer's expense (if GEA wishes to charge the Customer therefor), one or more UCC-1 financing statements (or the then-current form of such statement(s) or documents to achieve the same or similar results), including without limitation each continuation or amendment thereto as GEA deems necessary or desirable.

STATEMENT ON COVID-19:

Due to current developments and measures taken globally, nationally and locally in connection with the World Health Organization's declared public health emergency in respect of the COVID-19 pandemic, GEA's offered goods and/or services can be negatively affected. Although GEA is taking actions to mitigate potential supply impacts, please be advised that our choice of suppliers / subcontractors, delivery lead-times, engineering and/or site services, quoted prices, etc. may be impacted due to the COVID19 pandemic.

Such adverse effects may, in particular, be caused by or occur in response to actions taken by a government or public authority (including the imposition of embargoes or import or export restrictions, quarantine orders, travel restrictions or any other restrictions or prohibitions and the compliance by GEA or any of its sub-suppliers of any tier with corresponding laws or governmental orders, rules, regulations, directions, recommendations or precautions). The coronavirus pandemic and these effects may inter alia result in excessive illness rates of personnel, difficulties or increased costs in obtaining workers or goods, inability to transport goods or persons across borders, other travel restrictions or mobility impairments, personnel and/or material shortages, delays or other adverse circumstances affecting the supply of goods or services.

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Material Shortage Clause:

The global semiconductor shortage and circumstances relating thereto ("Material Shortage Event") may impact the performance by GEA ("Seller") and its suppliers of their obligations, including without limitation timely performance. By entering into a contract with GEA in respect of this quotation, the Buyer acknowledges and agrees (subject to the below provisions) that (i) any delay caused by a Material Shortage Event shall not be deemed as non- compliance by Seller of its contractual obligations; (ii) Seller will be entitled to an extension of time to the extent the Material Shortage Event affects the time required by Seller to complete its obligations; and (iii) Seller will have an entitlement for its extra reasonable, documented costs incurred due to a Material Shortage Event.

If a Material Shortage Event occurs and the event will delay Seller's performance, Seller will notify the Material Shortage Event to Buyer. GEA's notice will include a description of the relevant circumstances, including the expected length of delay and information from its supplier regarding the Material Shortage Event.

GEA will keep Buyer informed of developments concerning the Material Shortage Event and shall liaise with the customer in respect of measures that may be taken by the parties to mitigate the Material Shortage Event. Any mitigation measures by Seller will be subject to the agreed variation procedures.

Accordingly, GEA reserves the right to require an extension of any stated time schedule and/or to charge extra reasonable costs in the event GEA's time schedule is adversely impacted and/or GEA incurs additional costs due to any of the foregoing.

SECTION III **SPECIFIC TERMS AND CONDITIONS:**

DELIVERY: Estimated delivery is 22 weeks after acceptance of written purchase order and clarification of all technical and commercial details based on current delays.

D.D.P.: High Point WWTP.
5898 Riverdale Dr.
Jamestown, NC. 27282
(Includes import duties, insurance and freight to Jamestown, NC., does not include local and state taxes)

PAYMENT TERMS: 50% down payment invoiced at time of order. Net 10.
50% invoiced upon ex-works delivery. Net 30.

VALIDITY: Prices are firm for acceptance for thirty (60) days from date of quotation and shall remain firm for delivery as quoted.

WARRANTY: Equipment quoted bears a warranty against faulty workmanship and material for a period of twelve (12) months from date of acceptance not to exceed eighteen (18) months after delivery.

START-UP: Supervision of initial startup and training of operating personnel not included on this proposal. Prevailing service rates are detailed on Annex I.

This quotation is subject to the Terms and Conditions of Sale, including the Limited Equipment Warranty and Disclaimer contained therein, a copy of which can be found in Quotation Appendix.

GEA Mechanical Equipment, Inc.
Bubba Williams
Service Sales Specialist
Renewable Resources

Engineering for a better world.

ANNEX I – PREVAILING RATES FOR FIELD SERVICE

	Regular Service
Monday – Friday	***$231.00 / Hr.***
Monday – Friday Overtime	***$304.00 / Hr.***
Saturday	***$304.00 / Hr.***
Sunday & Holiday	***$365.00 / Hr.***

Travel Expenses	Airfare, car rental, meals, lodging, etc. are charged at actual cost. Use of the company service fleet, leased or private vehicles is charged at ***$0.625* cents/mile**. Travel time will be charged at current rates, listed above. $125 booking Fee for travel Arrangements.

WESTFALIA SEPARATOR

Inspection Report

Order Information

Customer:	City of High Point
Order Number:	2652971213
Model:	CF 7000
Serial Number:	8009-120
Date:	5/6/2025
Prepared By:	Becki Matthews-Johnson
Issue Date:	5/6/2025
Repair Coordinator:	Rebecca Matthews Johrbecca.matthewsjohnson.cc +1 608 817 3839

Condition as Received

Condition as Received

Comments:

The scroll and bowl were received as pictured above

Missing Parts

The following parts were not received with the Bowl

Description	Part Number	Required for Repair?

Damage Assesment

Part:
Damage: The scroll and bowl have been condemned by Germany due to extensive corrosion.

Cause:

Repair:

Part: Bowl Bottom
Demage:

Cause:

Repair:

Comments:

Damage Assesment

Part: Piston

Demage:

Cause:

Repair:

Part: Bowl Top

Demage:

Cause:

Repair:

Comments:

GEA Westfalia Separator Division
100 Fairway Court
Northvale, NJ 07647
Bubba Williams
Service Sales
Specialist Environmental
Phone: (209) 895-9276
Bubba.Williams@GEA.com

05/12/2025

GEA Sole Source Letter

High Point WWTP
Attn: Peter LaVigne
5898 Riverdale Dr.
Jamestown, NC. 27282

Dear Peter,

GEA Mechanical Equipment US, Inc. with Headquarters located in Northvale, New Jersey, USA is the Sole distributor and factory authorized repair, service and parts. provider for Westfalia Separator Centrifuges and subcomponents manufactured by our parent company GEA Westfalia Separator GmbH, located in Oelde Germany.

This includes but is not limited to parts and components like motors, primary-, secondary-gears, bowl shells and conveyor scrolls.

If you require additional information, please do not hesitate to contact the undersigned directly.

GEA Mechanical Equipment US, Inc.

Bubba Williams

Bubba Williams
Service Sales Specialist – Environmental

CITY OF high point.

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor: GEA Westfalia

Item(s): Replacement rotating assembly for centrifuge #2- Eastside WWTP

Justification:

GEA Westfalia is the original manufacturer of the centrifuge and there are no other vendors that sell a replacement rotating assembly.

Estimated expenditure for the above item(s): $578,236.00

Accounting Unit and Account(s): 421779-533701-421251036405-40202

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

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

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

Department Head/Authorized Personnel: Robby Stone — Digitally signed by Robby Stone Date: 2025.05.20 08:50:04 -04'00'

Department/Division: Public Services - Residuals

Date: 5-20-2025

APPROVAL PROCESS

Purchasing Manager: Candy E Harmon — Digitally signed by Candy E Harmon Date: 2025.05.23 13:40:24 -04'00'

Financial Services Director: Bobby Fitzjohn — Digitally signed by Bobby Fitzjohn Date: 2025.05.27 09:55:32 -04'00'

City Council ($30,000 – Up):

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Sole Source Purchase from EBARA Hayward Gordon

FROM:
Robby Stone
Public Services Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote
2. Sole Source Justification Form
3. Brochure

PURPOSE: For the sole source purchase of a recirculating pump for the liquid sludge tank (LST) #1 at the Westside Waste Water Treatment Plant (WWTP).

BACKGROUND: There are two LST's at the Westside WWTP. Each tank has a recirculating pump that is utilized to move the liquid sludge within the tanks to prevent the sludge from becoming septic. The recirculating pump for LST #1 has failed and must be replaced. This will be a direct replacement for the existing pump and will not require any alterations to the LST piping.

BUDGET IMPACT: Funds are available in the FY 2024-2025 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from EBARA Hayward Gordon in the amount of $57,515 for a replacement recirculating pump at the Westside WWTP and authorize the appropriate City Official(s) to execute all necessary documents.

EBARA HG ULC
5 Brigden Gate
Halton Hills, ON L7G 0A3
P: (905) 693-8595
www.ebarahg.com

QUOTATION FOR EBARA HG ULC **SOLIDS HANDLING PUMPS**

Date:	4/16/2025	**Project Reference:**	High Point Westside Replacement 313972
Quotation No.:	Q5-85940-KPIR Rev. 0	**Equipment Reference:**	

Customer:	High Point, NC - Westside WWTP 1044 Burton Road Thomasville NC US 27360	**Delivery:**	18 to 20 weeks after approval
		Incoterms:	EXW
		Freight:	PREPAID
		Terms of Payment:	0 {Net 30 Days}
		Taxes:	Not Included
		Price Validity	60 days
		Currency:	US $
		Salesperson:	David Caton
Attention:	Glory Thorpe	**Submitted By:**	Rishika Passi

PRODUCT:

QTY	MODEL	UNIT SELL PRICE	LOT SELL PRICE
1	HAYWARD GORDON XCS12C BARE PUMP	$57,515.00	$57,515.00

CONSTRUCTION DETAILS:

Wet End:	Casing: ASTM A48 CL30 Cast Iron / Impeller & Suction Liner: ASTM A532 High Chrome Iron
Seal:	Chesterton 442C Single Cartridge Seal (SC/SC) - Flushless
Ports/Flanges:	12" suction x 12" discharge - 125#RF
Motor Details:	Provided by others
Drive:	Bare Pump-Drive by others
Guard:	Provided by others
Base/Coverplate:	Provided by others
Pump Setting:	Bare Pump

APPLICATION DETAILS:

Fluid:	Sludge	**Impeller Diameter:**	Full	**Solids:**	5%
Capacity:	4800/6400 GPM	**Viscosity:**	Waterlike	**NPSHR:**	Flooded
Head:	26/18 ft	**Temperature:**	Ambient		
Pump RPM:	860/900 RPM	**Specific Gravity:**	1.00		

REMARKS:

Replacement bare XCS12C pump for SN 313972.

GENERAL COMMENTS:

1. Price validity is based on receipt of complete approval and release for production no more than eight weeks after drawings have been submitted by EBARA HG ULC.
2. EBARA HG ULC's standard Terms and Conditions of Sale apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
3. All start-up and instructional services not included unless specifically noted otherwise in this proposal.
4. All starters and control equipment are not within EBARA HG ULC's scope of supply and are to be supplied by others unless specifically noted otherwise in this proposal.
5. This proposal does not include installation, wiring, field painting or any other items except as specifically described above.

EBARA HG ULC
5 Brigden Gate
Halton Hills, ON L7G 0A3
P: (905) 693-8595
www.ebarahg.com

TERMS AND CONDITIONS OF SALE

FORMATION OF AGREEMENT

These Terms and Conditions of Sale apply to the purchase of Products, Services, or both, by Buyer from EBARA HG ULC. (hereinafter referred to as "Seller"), each as identified in Seller's quote. These Terms and Conditions, together with Seller's quote, comprise the entire agreement between the parties (the "Agreement").

Seller's agreement to furnish Product or Services is expressly conditioned on Buyer's agreement to these Terms and Conditions. An order for Products, Services, or both, constitutes Buyer's acceptance of these terms and conditions. Seller rejects any terms, conditions, or warranties in Buyer's purchase order or other document or communication that are additional to or differ from those set out in this Agreement, unless set out in writing and signed by Seller's authorized representative.

PRICES

Quotes. Prices in Seller's quote are valid for 30 days from the date of the quote unless otherwise specified in writing.

Currency. Prices are in the currency specified in Seller's quote. If no currency is specified, prices to buyers located in Canada are in Canadian dollars and prices to all other buyers are in US dollars.

Taxes excluded. Prices do not include any Taxes related to the Products or Services supplied under this Agreement, which are the responsibility of Buyer, unless Buyer presents a waiver or an exemption certificate acceptable to Seller.

PAYMENT

Terms. Buyer will pay all invoiced amounts in full, without deduction, back charge or set-off, payment is not contingent on Buyer receiving payment from Buyer's customer. All invoices are payable within 30 days from the date of Seller's invoice, unless agreed to by Seller's authorized representative. All claims against invoices must be made within 30 days after receipt of goods.

Payment Method. Seller reserves the right to review Buyer's credit and extend or deny credit. The Buyer consents to provision of credit information and to the disclosure of information concerning the Buyer to credit agencies or financial institutions. Upon determination that the Buyer's creditworthiness has changed adversely, or does not satisfy current credit standards, Seller may change the credit limit.
Buyer is hereby notified that payments by credit card will incur a 2% fee. NSF cheques will be subject to a $100 charge.

Late Payment. If payment is not made when required, Seller may at its option take one or more of the following actions: (i) treat such failure as a repudiation of all or a portion of the order that has not been fully performed and immediately suspend performance, (ii) continue production and make shipment under reservation of title or a security interest, and demand payment against tender of documents of title; (iii) charge interest at the lesser of 2% per month with an annual cap of 24% and the maximum rate permitted under applicable law, from the due date until paid, plus Seller's reasonable costs of collection. (iv) enter the premises where any Products for which Buyer has not paid are located, repossess such Products whatever the mode of their attachment to realty or other property, sell the repossessed Products, apply the proceeds to the overdue payment, and recover any deficiency from Buyer. (v) cancel credit privileges without notice. (vi) accelerate payment of the full balance owed. (vii) recover from the Buyer all costs incurred in collecting any unpaid amounts, including, but not limited to, collection suit fees, legal fees, and court costs.

DELIVERY, RISK, TITLE

Delivery dates. Delivery dates stated in advance of shipment, including in Seller's quote, are estimates only are not guaranteed. Seller will not be liable for or penalized because of delays in shipment for any cause. Seller reserves the right, upon prior notice to Buyer, to make partial deliveries or partial performance, which may be separately invoiced.

Buyer Delay. If Products cannot be shipped to or received by Buyer when ready because of any cause attributable to Buyer or its other contractors, Seller may store the Products at the sole expense and risk of Buyer; in such case, Seller will invoice Buyer and terms of payment will apply as if delivery had been made on the original delivery date.

Damage/Shortage. Claims for damages or shortages must be made within 5 days after receipt of Products.

CHANGES

Orders accepted by Seller are not subject to change or cancellation by Buyer, except with Seller's written consent. Where Seller authorizes changes (including changes to specifications, and special packaging, tests, or inspections in addition to Seller's normal procedures and not set out in Seller's Quote), Seller may charge Buyer reasonable costs of such change.

Seller will make every effort to maintain initial prices throughout the drawing and submittals process. For the avoidance of doubt, in the instance of any change and resubmittal Seller reserves the right to adjust the price in accordance with equity and necessity.

Further, should the Buyer not respond to confirm drawings and submittals in 30 days, the initial price quoted may no longer be valid and may be subject to change in accordance with equity and necessity.

RETURNS

Goods may not be returned without prior authorization of seller and will incur a minimum 20% restocking fee. Returns are at Seller's sole discretion. Returns of custom products will not be accepted.

INSTALLATION

All Products will be installed by and at the risk and expense of Buyer, unless otherwise specified in Seller's quote or agreed to in writing.

WARRANTY

Seller warrants that during the warranty period:
(i) all Products sold by it to Buyer pursuant to the Agreement, when properly stored, installed, used and maintained by Buyer, will in all material respects, conform to the specifications and be free from defects in materials and workmanship under normal usage; and
(ii) the Services performed by Seller will be performed in a good and workmanlike manner in accordance with any mutually agreed specifications.

Warranty Period. The warranty period for Products is one year from date of shipment.

Warranty Claims/Seller's Obligations. A claim must be submitted in writing, within 30 days of discovery, within the warranty period, to give rise to Seller's obligations. Seller's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair or replacement by Seller, in the case of the Product warranty, and re-performance by Seller in the case of the Services warranty. Such repair, replacement or reperformance will not extend the warranty period. Seller may require access to complete and accurate records of operation and maintenance during the warranty period, or the return of defective parts, freight prepaid, before a warranty claim is recognized.

Third-party components.
Products may contain components from third party manufacturers. Seller will use reasonable commercial efforts to extend to Buyer the benefit of any warranty given by the component manufacturer to Seller where the third-party manufacturer permits it to do so.

No other warranties.
All other warranties, representations, terms and conditions (express, implied or statutory) as to quality, condition, description, merchantability, fitness for purpose, compliance with sample, or non-infringement (except implied warranty of title) are expressly excluded to the fullest extent permitted by law.

LIMITATION OF LIABILITY

Exclusions. Without limiting the foregoing, Seller will have no liability in respect of:
(i) failure to follow Seller's use restrictions, specifications, recommendations or instructions or any misuse of the Products; (ii) any alteration, modification, repair, or enhancement of the Products by Buyer or any third party without Seller's prior written consent;(iii) any defect in the Product arising from designs, specifications or materials supplied by Buyer; (iv) any shipping, storage or working conditions different than those advised by Buyer after Seller's delivery of Products to Buyer; (v) chemical attack or wear; (vi) normal wear and tear; (vii) accident; (viii) fraud, negligence or wilful misconduct of Buyer or any of its affiliates or representatives; (ix) any Product for which the purchase price has not been paid in full in accordance with the Agreement.

Limitation.
(i) In no event will Seller' liability, in the aggregate, for damages arising out of the use of the Product or Services, or arising under this Agreement, whether in contract, tort (including negligence), or otherwise, to Buyer or any other person exceed the amount paid by Buyer to Seller under the Agreement for the Products or Services to which such claim or damages relates;(ii) Seller will not be liable for loss of profit or revenues, loss of use of equipment or systems, loss or deferral of production, interruption of business or loss of contract, loss of use, increased operating costs, or claims of Buyer's customers for any of the foregoing, any special,
consequential, incidental, indirect, or punitive damages, whether or not foreseeable at the date of Seller starting performance of the Agreement and even if Seller is advised in advance of the possibility of any such loss or damages.

INDEMNITY

Each party will indemnify the other party from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the indemnifying party in connection with this Agreement. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense will be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of a Product is considered third party property, and "third party" does not include Buyer or any subsequent owner of the Products, their subsidiaries, parents, affiliates, agents, successors, or assigns, including any operation or maintenance contractor, or their insurer.

EXCUSED PERFORMANCE/FORCE MAJEURE

A party will not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism. If such an event occurs, the time for performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event.

COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws and regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements, including, but not limited to, import and export control, anti-bribery and anti-money laundering laws, regulations, codes, or ordinances. In no event shall buyer use, divert, import, export, or re-export products and/or technology in violation of such applicable laws and regulations.

Buyer hereby certifies that it will not export, re-export, or transfer all or part(s) of the products to Iran, North Korea and any countries of the sanctioned countries under the laws and regulations applicable to seller.

GOVERNING LAW

Unless otherwise agreed to in writing, the laws of the jurisdiction from which Seller ships the Product(s) will govern the interpretation and construction of this Agreement, and the Parties agree to submit to the exclusive jurisdiction of the courts of such jurisdiction.

Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Assignment/Subcontracting.
Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates. Seller may subcontract portions of the work to any third party.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor: EBARA Hayward Gordon

Item(s): HAYWARD GORDON XCS12C BARE PUMP -Westside WWTP LST #1

Justification:

This will be a direct replacement of the existing recirculating sludge handling pump and will not require any alterations to the LST piping.

Estimated expenditure for the above item(s): $57,515.00

Accounting Unit and Account(s): 621757-526101

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

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

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

Department Head/Authorized Personnel: Robby Stone Digitally signed by Robby Stone Date: 2025.05.21 07:20:37 -04'00'

Department/Division: Public Services - Westside WWTP   Date: 5-21-2025

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council ($30,000 – Up)

APPLICATIONS

Waste Treatment
Sludges, Sewage, Flocculants.

Food Processing
Live Fish, Fruits, Vegetables.

Pulp and Paper
Wood Chips, Medium Density Pulp Stock, Sludges.

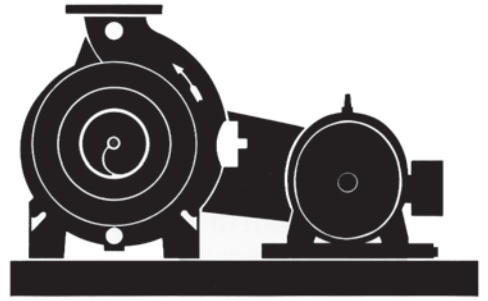
Chemical/Petrochemical
Oil/Water Separators, Crystal Slurries, Non-Newtonian Slurries.

Mining
Carbon and Resin Slurries, Solvent Extraction.

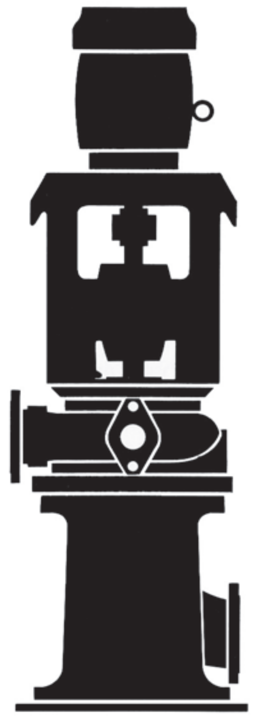
DRIVE CONFIGURATIONS

In addition to the arrangements shown below, Hayward Gordon XCS Series pumps can be manufactured in custom configurations.

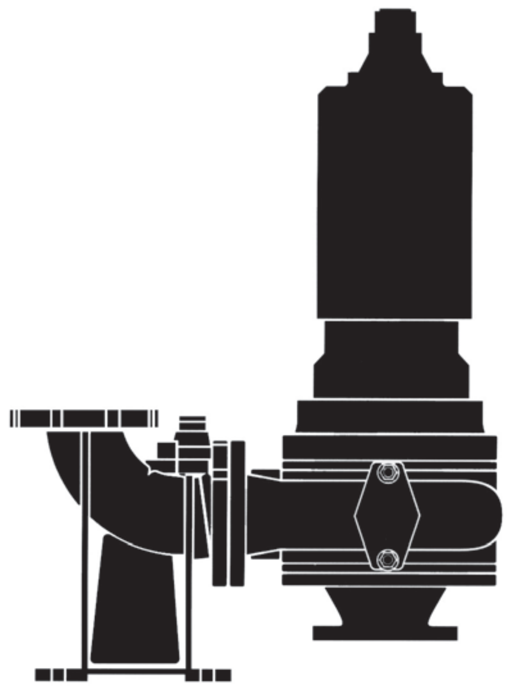
DIRECT DRIVE



V-BELT

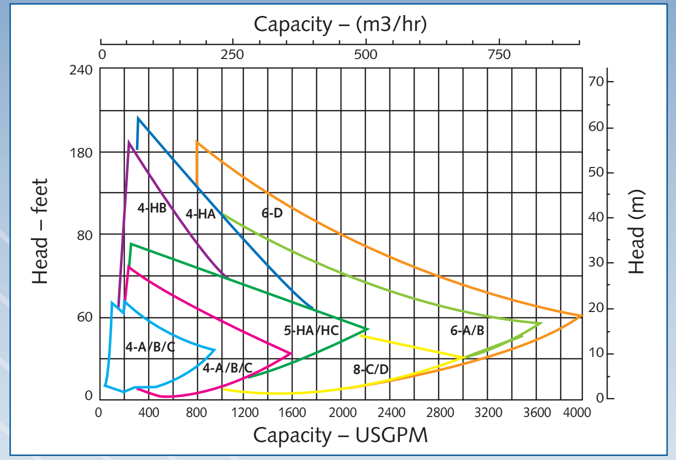


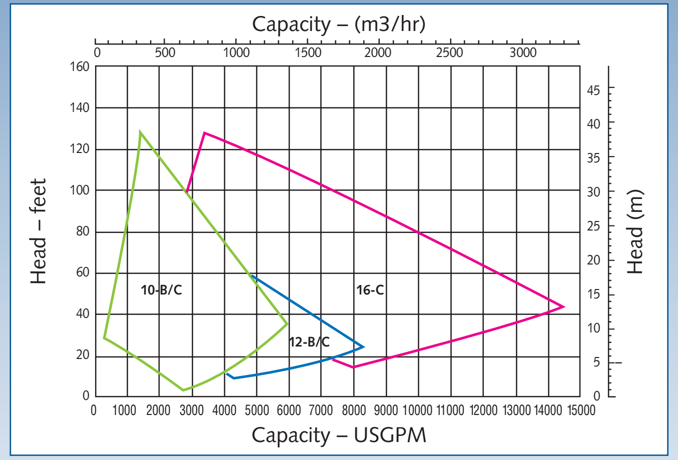
VERTICAL DRY PIT



SUBMERSIBLE

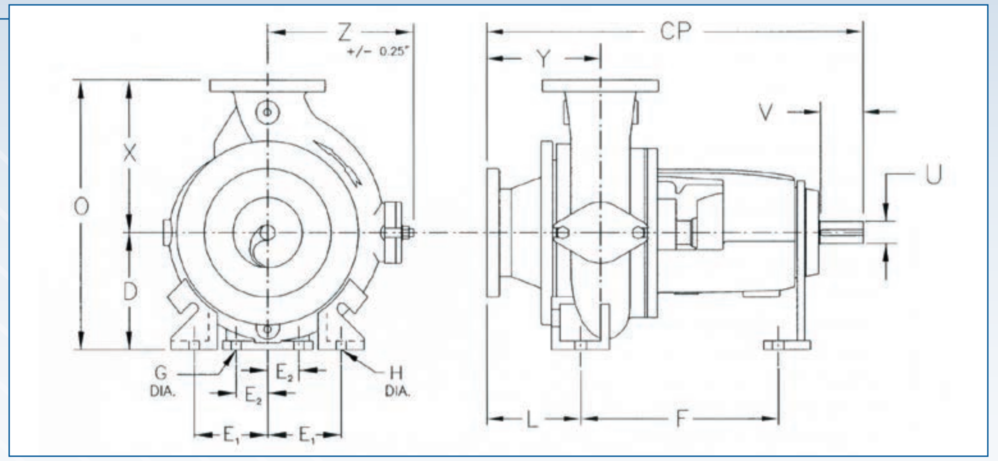
PERFORMANCE RANGE





DIMENSIONS

NOT FOR CONSTRUCTION USE.



Pump Model	Suction and Discharge size SUCT	DISC	CP	D	E_1	E_2	F	G	H	L	U Dia.	U Keyway	O	V	X	Y	X	Wt. Lb Kg.
XCS4-A/B	4	4	27.4	8.25	5.75	1.75	15.4	.75	.75	5.23	1.38	.31 x .31	18	3	9.75	6.9	10	350
	100	100	696	210	146	44.5	391	19	19	133	35	7.9 x 7.9	457	77	248	174	254	159
XCS4-C	4	4	28.9	8.25	5.75	1.75	15.4	.75	.75	6.78	1.38	.31 x .31	19.0	3	10.8	7.75	10.13	360
	100	100	734	210	146	44.5	391	19	19	166	35	7.9 x 7.9	483	77	273	197	268	164
XCS4-HA/HB	8	4	38.8	13.5	8.12	6.5	21.75	.62	.87	9.5	2.18	.50 x .50	28	4.25	14.5	9.5	13.2	875
	200	100	986	343	206	165	553	16	22	241	55	12.7 x 12.7	711	108	368	241	335	398
XCS5-A/B/C	6	5	32.4	10	6.38	4.38	16.75	.62	.87	8.06	1.88	.50 x .50	23.1	3.7	13.1	9.8	12.6	500
	150	125	823	254	162	111	425	16	22	205	48	12.7 x 12.7	586	94	333	246	321	227
XCS5-HA/HC	10	5	43.1	15.5	12.0	6.5	23.7	1.0	1.0	9.0	2.63	.63 x .63	33.6	6	18.1	12.0	17.4	1160
	250	125	1095	394	305	165	602	25.4	25.4	229	66.8	16 x 16	853	152	460	305	442	2560
XCS6-A/B/D	8	6	43.6	13.5	8.12	6.5	23.7	.62	.87	10.8	2.18	.50 x .50	29.5	4.25	16	13.5	15.3	900
	200	150	1107	343	206	165	602	16	22	273	55	121.7 x 12.7	749	108	406	343	389	409
XCS8-C/D	8	8	33.9	13.5	8.12	4.38	18.7	.62	.87	7.9	1.88	.50 x .50	29.2	3.7	15.7	10.9	16.4	700
	200	200	861	343	206	111	475	16	22	201	48	12.7 x 12.7	742	94	399	277	417	318
XCS10-B/C	10	10	44	15.5	12	6.5	23.6	1	1	13.5	2.18	.50 x .50	35.5	4.25	20	13.5	19.92	1400
	250	250	1118	394	305	165	600	25.4	25.4	343	55.4	12.7 x 12.7	902	108	508	343	506	636
XCS12-B/C	12	12	50.1	21	13	6.5	24.6	1	1	18	2.63	.63 x .63	48	6	27	18	24.41	1750
	300	300	1271	533	330	165	625	25.4	25.4	457	66.8	16 x 16	1219	152	686	457	620	795
XCS16-C	16	16	65	26	18	6.5	33.0	1.25	1.25	20	3.38	.88 x .88	46	7	20	20	30.5	2950
	400	400	1651	660	457	165	838	32	32	508	86	22.2 x 22.2	1168	178	508	508	775	1340

Dimensions shown in blue are millimeters, others are in inches.

Hayward Gordon

5 Brigden Gate, Halton Hills, ON L7G 0A3 Tel (905) 693-8595 Fax (905) 693-1452

haywardgordon.com
info@haywardgordon.com

06/15 1.5M
Printed in Canada

Hayward Gordon

XCS SERIES – SCREW CENTRIFUGAL SOLIDS HANDLING PUMPS

PUMPS

Clog-free pumping action. For large or stringy solids, shear sensitive fluids and delicate materials.

CERTIFIED ISO 9001:2008 COMPANY

www.haywardgordon.com

XCS SERIES – SCREW CENTRIFUGAL SOLIDS HANDLING PUMPS

INTRODUCTION

The Screw Centrifugal Design

The Hayward Gordon XCS screw centrifugal pump line offers a unique set of advantages for handling thick sludges, large or stringy solids, shear sensitive fluids, and delicate materials.

The XCS open channel screw centrifugal impeller combines gentle, clog-free pumping action with high efficiency and non-overloading characteristics.

For abrasive solids, Hayward Gordon's proven clamp type construction permits the manufacture of wet-end components in wear resistant hard metals.

The primary performance advantages of the XCS design are summarized below:

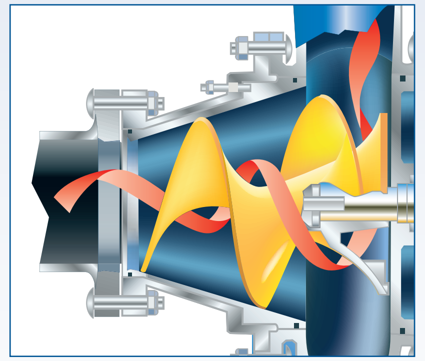
- High Efficiency (up to 80%)
- Clog-Free Operation
- Abrasion Resistant Construction
- Non-overloading Power Curve
- Low NPSH Requirements
- Gentle Pumping Action
- Positive Suction Flow

FEATURES AND BENEFITS

The XCS Advantages in Detail

High Efficiency

The combined screw-centrifugal action provides smooth flow, low turbulence and minimum hydraulic losses. This translates directly into reduced power costs through lower energy consumption.

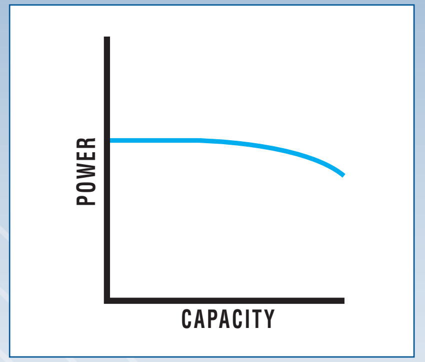


Clog-Free Operation

The large, open channel design allows material to be pumped without restrictions or abrupt changes in direction. There are no exposed blades or edges for solids to catch on. Maintenance due to clogging is virtually eliminated.

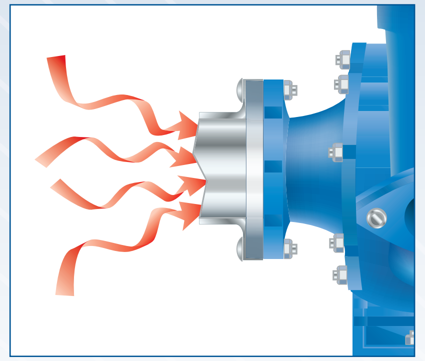
Abrasion Resistant Construction

Hayward Gordon's proven clamp type construction eliminates the need for drilled and tapped holes on wet-end components. This allows construction in a variety of hard metals including Ni-Hard and High Chrome Iron. Also offered is an externally adjustable suction liner that allows convenient adjustment of internal clearances to compensate for wear. These XCS advantages provide long service life in abrasive applications.



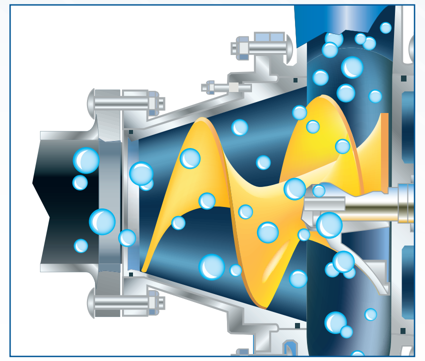
Non-Overloading Power Curve

The power requirements of the Hayward Gordon XCS line are relatively constant when compared to other pump designs. In many cases, the power consumption actually drops with increasing capacity. Motor overloading will not occur when capacity increases due to a drop in head. Capital and operating costs are thereby reduced by not having to purchase and operate oversized motors.



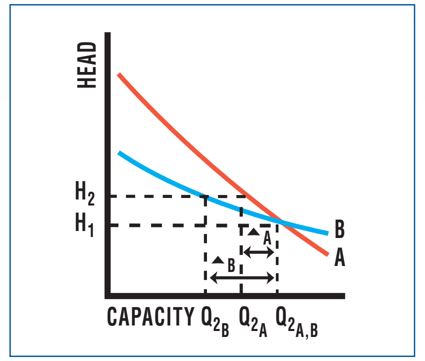
Low NPSH Requirements

The NPSHR (net positive suction head requirement) of Hayward Gordon XCS pumps is extremely low compared to other centrifugal pumps. The suction inducing effect of the impeller's screw section allows the pump to handle thick sludges, hot liquids, and liquids near their vapour pressure without the expense of having to construct an elevated liquid source.



Gentle Pumping Action

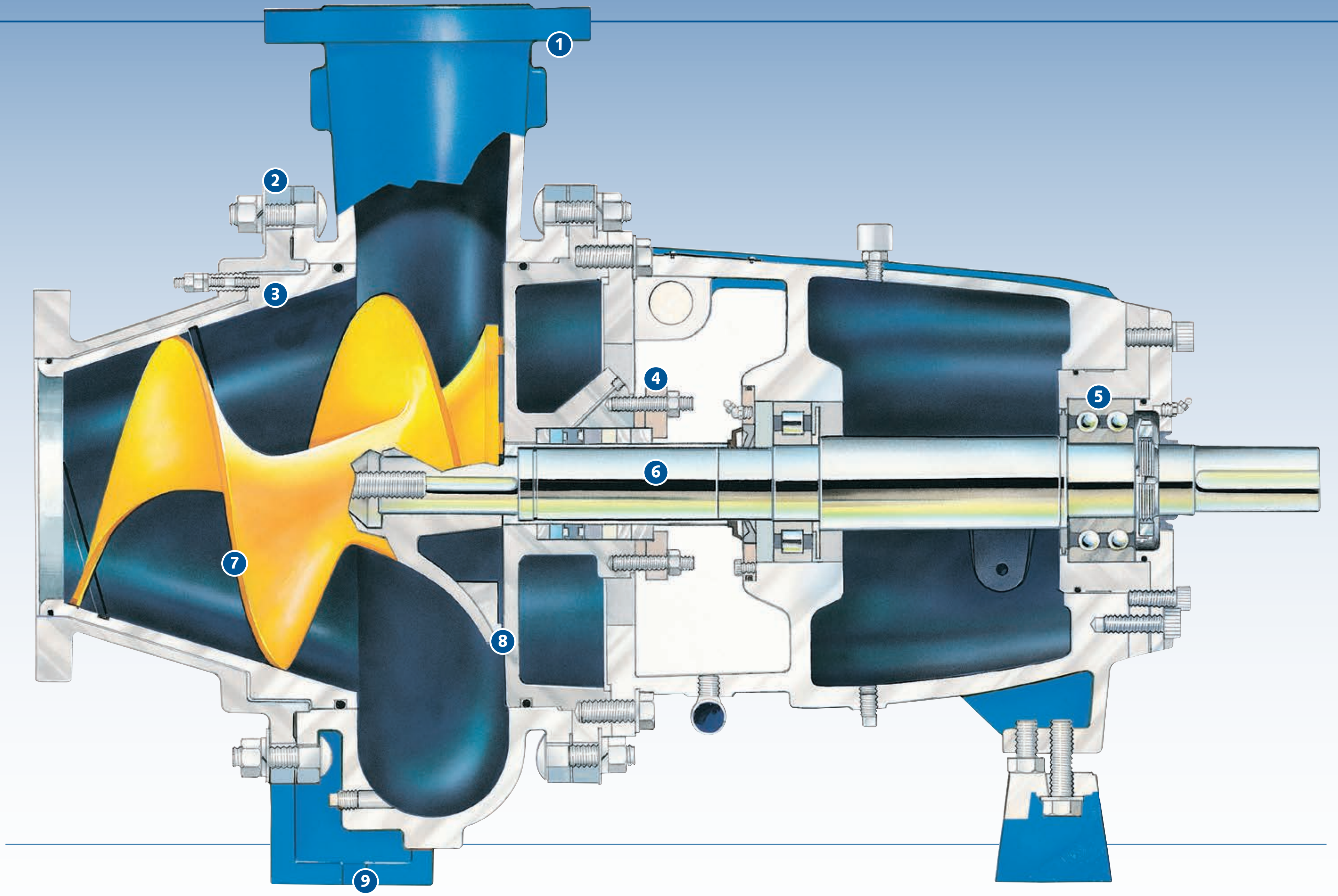
The XCS's smooth, non-turbulent flow path and large open channel from suction to discharge, allows delicate or shear sensitive material to pass gently through the pump without damage. Fruits, vegetables, flocculants, crystal slurries, and even live fish are easily handled.



Steep Performance Curve

The steep head-capacity curve means that reserve head is available to keep thick fluids moving even if sludge consistency increases. The positive displacement action of the screw section and low NPSHR means that XCS pumps are capable of inducing the suction required to get these fluids moving.

XCS pump performance represented by Curve A is less sensitive to changes in head than pumps with flatter performance curves (Curve B).



1. Pump end materials of construction include: High Chrome Iron and Ni-Hard for abrasive applications; PLUS Cast Iron, Ductile Iron, 316SS, and other alloys.
2. Clamp type construction eliminates drilled and tapped holes to permit wider use of abrasion resistant hard metals.
3. Optional externally adjustable suction liner for convenient adjustment of impeller clearance.
4. Split bronze gland for easy replacement of packing rings. A wide range of mechanical seals is also available.
5. Oversize grease or oil lubricated bearings for extended service life
6. All shafts are heavy duty design complete with shaft sleeves through the sealing area.
7. Efficient, open-channel, non-clog impeller for smooth passage of large or delicate solids.
8. Impeller pump out vanes or spiral grooves keep solids away from seal area, reduce axial thrust and increase seal/packing life.
9. Back pullout design featuring solid foot-mounted casing, allows servicing of powerframe without disturbing suction or discharge piping.

Hayward Gordon

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Task Order with CHA Consulting, Inc.**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

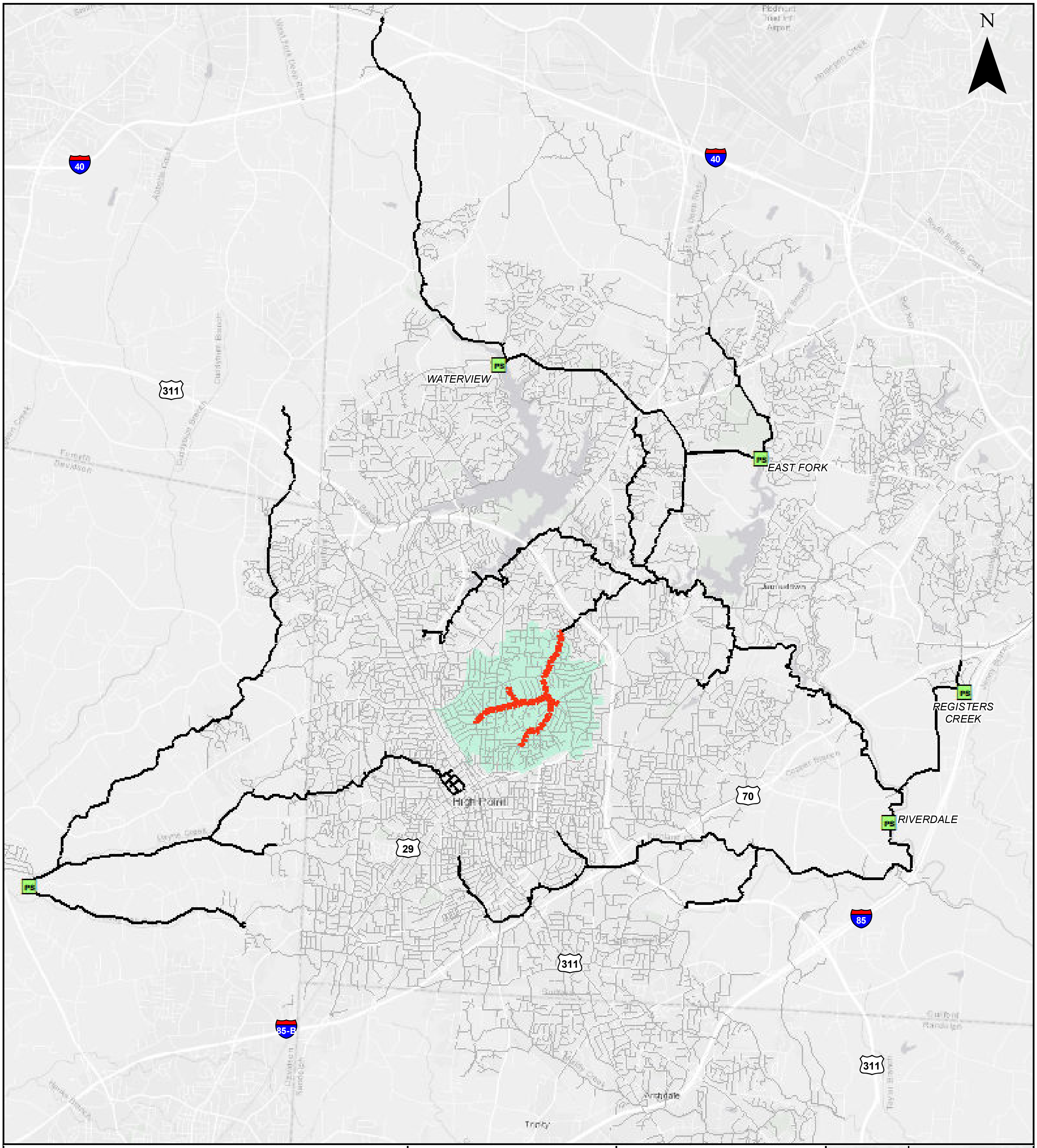
ATTACHMENTS:
1. Map
2. Scope of Services

PURPOSE: To approve a task order with CHA Consulting, Inc. for professional engineering services to focus on the repair of the inflow defects discovered during the Upper Boulding Branch sanitary sewer evaluation. The City has a master agreement with CHA Consulting, Inc.

BACKGROUND: A Sanitary Sewer Master Plan was developed for the City of High Point in 2019. The Master Plan defined areas with sewer capacity issues and excessive infiltration and inflow (I/I). Infiltration and inflow (I/I) consists of excess water that flows into sewer pipes from groundwater and stormwater that can overwhelm the system, contribute to overflows and increase treatment costs. The Master Plan identified the Upper Boulding Branch sewer basin as having excessive I/I and as being the highest priority for I/I reduction due to downstream capacity. CHA Consulting, Inc. has completed a sanitary sewer evaluation and developed a 5-year sewer rehabilitation master plan for the Upper Boulding Branch sewer basin. As part of this phase of the project, CHA will complete final contract documents (drawings and specifications) for the I/I areas identified for year-1 rehabilitation. CHA will also provide bidding phase services.

BUDGET IMPACT: Funds are available in the FY 2024-2025 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a task order with CHA Consulting, Inc. in the amount of $98,570 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents.



Legend

- Wastewater Treatment Plant
- Pump Station
- Modeled Pipe
- Upper Boulding Model Expansion
- Upper Boulding Basin

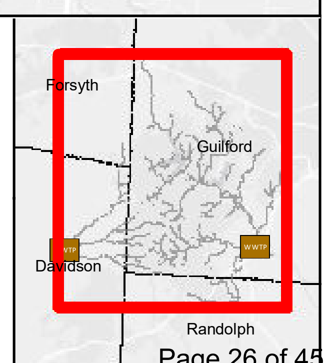
Figure 1

Expanded Upper Boulding Model

High Point, NC

1 in = 11 miles

0 5 10 Miles



TASK ORDER NO. 5 – UPPER BOULDING BRANCH BASIN SEWER REHABILITATION
TO THE MASTER AGREEMENT DATED APRIL 1, 2023

The City of High Point (City) has retained CHA Consulting, Inc. (CHA) to perform sanitary sewer rehabilitation design and construction management in the City's Upper Boulding Branch sewer basin. CHA previously performed SSES work in the Upper Boulding Branch sewer basin identifying inflow and infiltration (I/I) defects throughout the system that are causing system surcharging and increased flow volumes during rain events.

This Task Order No. 1 outlines our project scope and the associated engineering fees for the rehabilitation design and construction management work.

Background

CDM Smith developed a Sanitary Sewer Master Plan for the City in 2019. The Master Plan defined areas with capacity issues and excessive I/I. The Master Plan identified the City's Upper Boulding Branch sewer basin as having excessive I/I and as being the highest priority for I/I reduction due to downstream capacity restraints. CDM Smith recommended that flow monitoring be performed within the Upper Boulding Branch basin to divide the overall basin into mini-basins and further identify the sewers with the highest I/I rates and volumes.

CDM Smith performed the mini-basin flow metering from March 20, 2019 to June 13, 2019 and summarized the results of the metering in a letter/memorandum dated April 28, 2020. Nine flow meters (labeled UB_1 through UB_8 and 2018_B) were installed throughout the Upper Boulding Branch basin. Refer to the CDM Smith letter dated April 28, 2020 for the meter locations and mini-basin boundaries.

The largest metered rain occurred on June 7, 2019. CDM Smith reported wet-weather peaking factors for that rain event at each meter as listed below. The wet-weather peaking factor equals the peak wet-weather flow divided by the typical average dry-weather flow.

Mini-Basin	Wet-Weather Peaking Factor
UB_1	13.0
UB_2	8.6
UB_3	9.0
UB_4	14.8
UB_5	8.3
UB_6	18.7
UB_7	13.4
UB_8	6.5
2018_B	4.5

The wet-weather peaking factor provides an indication of how high the flows increase from typical average flows during the rain event due to I/I, and more specifically due to inflow. Inflow is that surge of water into the system from runoff and direct/quick entry of rainwater into the sewer system. Inflow (high peak flows and peaking factors) leads to sewer system surcharging during rain events.

For the Upper Boulding Branch basin, CDM Smith recommended focusing on I/I reduction due to downstream capacity restraints. The high wet-weather flows are causing the downstream capacity issues. Thus, the initial focus of the City's sewer rehabilitation program should be to reduce the peak wet-weather flows (reduce the inflow). The focus of this Task Order is to develop a sewer rehabilitation construction contract that will repair the inflow defects discovered during previous SSES.

Task 1 – Design Services

The Engineer will perform all work required to develop and complete a final set of Contract Documents (Drawings and Specifications) for receipt of bids. Proposed tasks include the following:

- *Project Meetings:* Project meetings will be held as deemed necessary to review the scope of work, project specifics, and project implementation.
- *Review Available Project Information:* CHA will utilize the SSES work previously performed in the development of the Contract Documents. CHA will review any other existing available information on the sewers and manholes included in the project area as part of preparing the Contract Documents.
- *Perform Field Investigations:* CHA will perform field investigations of the project area during the design phase to provide some general insight of the area to assist in preparing the Contract Documents.
- *Contract Documents:* CHA will complete final Contract Documents (Drawings and Specifications) suitable for receipt of bids. The Drawings will include only plan views of the project area with the sewers to be evaluated/rehabilitated clearly identified. Standard details will be shown on the Drawings along with general notes summarizing and specifying the required work and how the project will be implemented.

  For the Specifications, the City will provide their typical front-end documents and general technical specifications and details. CHA will complete the Bid Form and Measurement and Payment, develop the required Special Provisions for this project, and provide our standard rehabilitation technical specifications and details.
- *Review Meeting and Review of Documents:* CHA and the City will meet to review the Contract Drawings and Specifications as deemed necessary. CHA will incorporate all of the City's review comments and changes into the final Contract Documents.
- *Develop Encroachment Permits:* Encroachment permits will be developed during construction as necessary once the final required rehabilitation work is determined.
- *Obtain all Necessary Permits:* This may include NCDOT and NCDEQ permits/approvals.

Task 2 – Bidding Phase Services
CHA will provide the following bidding services:

- Assist the City in advertising the project for bids
- Answer questions that may arise and issue addenda as necessary
- Attend and conduct the pre-bid conference
- Review the bids received and develop a bid tabulation
- Verify the Bidder's/Contractor's licenses and bid bond
- Review all documents received from Bidders/Contractors
- Provide a recommendation of award to the City
- Schedule and coordinate the pre-construction conference at the City's office

Project Schedule
Assuming no external delays, CHA will strive to develop the Contract Documents and have the project ready to be advertised for bids by November 1, 2025.

Compensation
This Task Order establishes an upper limit amount that cannot be exceeded unless written authorization is provided by the City. The budgeted upper limit cost for the work defined herein is $376,619as follows.

Task 1 – Design Services =	$82,240
Task 2 – Bidding Phase Services =	$16,330
Total Upper Limit Amount =	$98,570

Additional Services
Services not detailed herein may be performed under a future Task Order. These services may include the following:

- Construction phase services

Work Authorization and Project Implementation
We will begin work immediately when authorized and will provide a project schedule upon authorization. All services and compensation under this Task Order shall be in accordance with the Master Agreement dated April 1, 2023.

Owner's Responsibilities
The Engineer anticipates needing the City's assistance with the items/issues listed below during design. Other issues may arise as our work progresses. Note that some of the items may have already been provided.

- Providing available information (mapping, SSES, rehab schedules, etc.) for the project areas
- Providing front end documents, standard specifications, and typical details as applicable and available
- Attending review meeting(s) to finalize design
- Reviewing the final design documents and providing comments
- Assisting with discussions with impacted property owners
- Obtaining necessary rights-of-way (not anticipated for this project)

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:	CONSULTANT:
CITY OF HIGH POINT	**CHA CONSULTING, INC.**
By: ____________________	By: ____________________
Name: ____________________	Name: Mark E. Lambert
Title: ____________________	Title: Project Team Leader
Date: ____________________	Date: May 12, 2025

LABOR RATE SCHEDULE - 2025

The hourly rates are for the 2025 calendar year. The Engineer reserves the right to revise annually by written amendment to reflect inflationary increase not to exceed 8% per year.

LABOR CLASSIFICATION	HOURLY RATE
Project Director	$250.00
Senior Project Manager	$230.00
Project Manager	$215.00
Senior Project Engineer	$195.00
Project Engineer II	$175.00
Project Engineer I	$145.00
Senior Engineering Technician/GIS Specialist	$125.00
Engineering Technician	$105.00
Senior Engineering Designer	$145.00
CADD Technician	$105.00
Administrative Assistant	$75.00
Senior Construction Manager	$185.00
Senior Construction Observer	$125.00
Construction Observer	$110.00

EXPENSES

Mileage – Current IRS Rate	
Telephone, Postage, Printing, Travel (Meals/Lodging/Per Diem)	At Cost
Subconsultants	At Cost

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Write-off of Delinquent Utilities and Miscellaneous Accounts Receivable

FROM:
Bobby Fitzjohn, Financial Services Director
Jeremy, Coble, Customer Service Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. History of Utilities Receivables Write-offs

PURPOSE: The Financial Services and Customer Service Departments recommend that the City Council authorize the write-off of delinquent utilities and miscellaneous accounts receivables remaining from Fiscal Year 2020-2021 from the general ledger for accounting purposes.

BACKGROUND: North Carolina law allows the City to write-off uncollected utility and miscellaneous accounts when they become three years old. It is the City's practice to annually clear the financial records of these outstanding accounts prior to the fiscal year-end. The City's accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and make accounting adjustments to the balance sheet. Although these amounts are being written off the City's accounting records, the Customer Service Department continues to make efforts to collect these debts via a variety of methods, including our outstanding successes through the NC Debt Setoff Program in connection with our partnership with the NC Department of Revenue, which has collected over $5,602,221 in outstanding utility debts since we began that program in 2002.

At the recommendation of Financial Services staff, the Public Services Department has changed its credit and billing practices at the landfill and recycling centers, which is now reducing any larger balances outstanding for that business line. In accordance with state law, the City is also requesting the write-off of unpaid returned checks that have not been able to be processed otherwise.

Utility Billings	$824,560
Landfill fees	$598
Returned checks	$247
Total	**$825,405**

BUDGET IMPACT: These amounts have already been "reserved" at 100% of their value during the audit for fiscal year June 30, 2024. There is no additional impact for the procedural approval to write these amounts off for accounting purposes. Recoveries of prior amounts written off are recognized as income for collections of prior accounts receivable charged off. The Customer Service Department maintained an impressive collection effort, which averaged 99.62% for this past year.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a write-off in the amount of $825,405 for delinquent utilities and miscellaneous accounts receivable through fiscal year 2020-2021 and authorize the appropriate City Official(s) to execute all necessary documents.

City of High Point
Historical Utilities Charge-Offs

DATE	FISCAL YR	CHG’D OFF AMT	PERCENTAGE	BILLINGS
6/30/2010	2006-2007	$400,146.77	0.297	$134,587,635.64
6/30/2011	2007-2008	$492,965.82	0.342	$143,939,788.84
6/30/2012	2008-2009	$560,802.18	0.385	$145,493,985.94
6/30/2014	2009-2010	$619,747.81	0.412	$150,487,134.99
6/30/2015	2010-2011	$713,557.63	0.440	$163,525,999.00
6/30/2016	2011-2012	$618,098.00	0.380	$163,930,969.00
6/30/2018	2012-2013	$659,275.54	0.390	$169,080,501.52
6/30/2018	2013-2014	$1,288,689.87	0.740	$176,375,391.00
6/30/2019	2014-2015	$943,526.35	0.521	$181,107,729.01
6/30/2020	2015-2016	$906,983.01	0.489	$185,368,859.46
6/30/2021	2016-2017	$834,487.55	0.435	$191,924,711.45
6/30/2022	2017-2018	$826,487.89	0.426	$193,929,724.09
6/30/2023	2018-2019	$943,896.38	0.481	$196,125,204.49
6/30/2024	2019-2020	$817,304.97	0.426	$191,817,629.07
6/30/2025	2020-2021	$824,560.43	0.424	$194,674,768.48

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Sole Source Purchase from Lenco Armored Vehicles

FROM:
Curtis Cheeks III
Chief of Police

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Lenco Bear Cat Photo
2. Quote
3. Sole Source Specifications
4. Sole Source Letter
5. Sole Source Justification Form

PURPOSE: The City Council is asked to award a Purchase Order as a Sole Source to Lenco Armored Vehicles to procure a BearCat. Chief Cheeks has approved the use of Equitable Sharing Funds for this purchase.

BACKGROUND: The Police Department purchased the existing Bearcat in 2013 from Lenco Armored Vehicles utilizing Equitable Sharing Funds. It is approaching the end of its useful life. Therefore, we wish to purchase a new G3 Bearcat providing the (SWAT) with a new vehicle to use in deployments. Inside, the BearCat G3 offers a large floor plan with room for 10–12 fully equipped personnel to perform their work quickly and smoothly. The G3 offers better off-road capabilities and various upgrades which will assist our officers in their breaching capabilities and general safety while solving complex, volatile, violent threat situations.

The vendor offers a Trade-In Program for end-of-life vehicles to be traded in for value against the acquisition of a new or used model vehicle. The Department will trade our existing BearCat for a trade-in value of $51,350 to offset the cost of the new vehicle.

BUDGET IMPACT: Equitable Sharing Funds have been identified in support of this purchase.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Lenco Armored Vehicles for a Lenco BearCat armored vehicle and declare the old vehicle as surplus for a trade-in value of $51,350, for a total purchase amount of $331,595, and authorize the appropriate City Official(s) to execute all necessary documents.

LENCO ARMORED VEHICLES

Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 109682

Customer Code: HILNC
Quotation Date: 05/05/25
Lenco Tax ID#: 04-2719777
Page #: 1 of 2

Bill To	Ship To
High Point Police Department 1730 Westchester drive High Point, NC 27262 USA	High Point Police Department 1730 Westchester drive High Point, NC 27262 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	**Lenco Contact**	**Inspection & Acceptance**
18 Months (+ or -) ARO	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	4150			
Lenco BearCat	BC55003-BASE	1	$264,310.00	$264,310.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
G3 Pro Package	G3PRO	1	$123,155.00	$123,155.00
Package Discount	DISC	1	-$15,000.00	-$15,000.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1		
4-Door Configuration	BC4DR	1		
(1) 7" Vertical GunPort Upgrade	BCGP7	8		
360 Camera System	BC360DEG	1		
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1		
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1		
Draco Prep Package	BCDRACOPREP	1		
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1		
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2		
High Intensity Driving Lights in Front Bumper	BCHIDL	1		
Fender Intersection Lights	BCFIL	1		
IR Take Down Light (Bumper Mounted)	BCTDL-IR	1		
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1		
Armored Oil Pan Guard	BCAOPG	1		
Intercom System Inside to Outside	BCINT	1		
Weapons Mount	BCWMT	6		
Break and Rake	BCBAR	1	$1,800.00	$1,800.00
Door Pivoting Ram Head	BCDPRH	1	$1,880.00	$1,880.00
Configuration Subtotal:				**$376,145.00**
Lenco BearCat	G3PRO	1	$376,145.00	$376,145.00
Trade In Discount	TRADEINDISCOUNT	1	-$51,350.00	-$51,350.00
Freight Out - SWAT	FREIGHTOUT-VEHICLE	1	$3,400.00	$3,400.00
Freight In - Vehicles	FREIGHTIN-VEHICLE	1	$3,400.00	$3,400.00
Net Total				**$331,595.00**

LENCO ARMORED VEHICLES
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10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 109682

Customer Code: HILNC
Quotation Date: 05/05/25
Lenco Tax ID#: 04-2719777

Notes:

Trade-in discount for Stock Number 5054 (2012 G2).

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized Signature:______________________
Please sign and return

Authorized Signature: Daniel Besemer
Daniel Besemer

Thank you

SOLE SOURCE SPECIFICATIONS
Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: June 21, 2024

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in **every** BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 135" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
    - Test Operating Procedures (TOP)
    - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

- NATO Allied Vehicle Testing Publication (AVTP)
- Society of Automotive Engineers (SAE)

- Human Factors Integration - Safety Assessment Review (SAR)
  - Fort Knox, KY
  - Fort Belvoir, VA

- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
  - Center of Gravity Test
  - FMVSS 105 – Hydraulic Brake Test
  - FMVSS 206 – Door Locks and Door Retention Test
  - FMVSS 207 – Seating Systems
  - FMVSS 210 – Seat Belt Anchorages
  - FMVSS 302 – Flammability of Interior Components

- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
  - 2003 Certification
  - 2020 Re-Certification

- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
  - Lockheed C-5 Galaxy
  - Boeing C-17 Globemaster III
  - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - ***US Patent No. 11,561,060 B1***, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet

- Commercial Chassis Warranty and Service history at nearly 160+ Authorized Ford Service Centers across the United States

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of $558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual 'Schedules' of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

LENCO ARMORED VEHICLES

Protecting Our Nation's Defenders™

SOLE SOURCE LETTER
Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: June 18, 2024

RE: Sole Source Letter for the Lenco BearCat

To Whom It May Concern:

This letter confirms that Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), as designer and manufacturer, is the **Sole Source** provider of the following products in the United States and internationally:

- **Lenco BEAR®**
- **Lenco BearCat®**
- **Lenco BombCat®**
- **Lenco MedCat™**
- **Lenco FireCat™**

Additionally, these Lenco products, their specifications, manufacturing techniques and marketing materials are proprietary and are protected by copyrights, trademarks, service marks, patents, nondisclosure agreements, noncompete agreements and exclusive supply agreements; in whole or in part.

There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for the above-named products to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution.

Federal Acquisition Regulation (FAR) Part 6.302-1 – "Only one responsible source and no other supplies or services will satisfy agency requirements" is the statutory authority permitting this Sole Source government procurement.

Further, the Code of Federal Regulations (CFR) Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes government-wide requirements for federal grants and cooperative agreements. Under the Uniform Guidance, a non-Federal entity that receives a federal award must "provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States." *See* 2 C.F.R. § 200.322. If the non-Federal entity fails to do so, the federal awarding agency or pass-through entity may sanction a non-compliant recipient of funds.

In summary, Lenco Armored Vehicles, based in the United States, is the only manufacturer or authorized dealer of the Lenco BearCat, its variants or its equivalent.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor: Lenco Industries Inc. (d/b/a Lenco Armored Vehicles)

Item(s): Lenco BearCat G3 Pro

Justification:

Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), is the Sole Source provider of the Lenco BearCat G3 Pro. There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for this product to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution. The cost is $331,595.00.

Estimated expenditure for the above item(s): 331,595.00

Accounting Unit and Account(s): 301310 533101 301006310202 55310

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

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

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

Department Head/Authorized Personnel: Rachel A. Juren Digitally signed by Rachel A. Juren Date: 2025.05.27 11:03:53 -04'00'

Department/Division: Police

Date:

APPROVAL PROCESS

Purchasing Manager:

Financial Services Director:

City Council ($30,000 – Up):

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of a Budget Ordinance Amendment for Kersey Valley Road Relocation

FROM:
Stephen Hawryluk
Budget & Performance Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Budget Ordinance Amendment

PURPOSE: To appropriate funds in the Landfill Development and Closure/Post-Closure Fund for the Kersey Valley Road Relocation project.

BACKGROUND: The Kersey Valley Road Relocation project involved the realignment of Kersey Valley Road to allow for future expansion of the City's Kersey Valley Landfill. Construction of the new roadway started in September 2023 and was completed in November 2024.

The project was funded by the Landfill Development and Closure/Post-Closure Fund. Residents pay a monthly landfill charge which helps fund operations at the landfill and a portion is sent to the Landfill Development and Closure/Post-Closure fund. This funding is utilized for capital projects related to the expansion of new cells and eventual closure and post-closure costs related to the landfill. This action will reimburse the landfill operating fund for project costs associated with the realignment of Kersey Valley Road and the expansion of the landfill.

The appropriation totals $4,712,255.

BUDGET IMPACT: A budget ordinance amendment appropriating the funds is included with this item.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a budget ordinance amendment in the amount of $4,712,255 appropriating funds in the Landfill Development and Closure/Post-Closure Fund and authorize the appropriate City Official(s) to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE LANDFILL DEVELOPMENT AND CLOSURE/POST-CLOSURE FUNDS FOR THE KERSEY VALLEY ROAD RELOCATION PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates $4,712,255 in Landfill Development and Closure/Post-Closure Funds. These funds will reimburse the landfill operating fund for project costs associated with the realignment of Kersey Valley Road and the expansion of the landfill.

Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Landfill Development Closure/Post-Closure Fund revenues be amended as follows:

Fund Balance Appropriation	$4,712,255

(B) That the following Landfill Development Closure/Post-Closure Fund expenditures be amended as follows:

Transfer to Landfill Operating Fund	$4,712,255

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 2nd day of June 2025

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

TITLE: Consideration of Funding for Outside Non-Profit Organizations - FY 2025-26

FROM:
Stephen Hawryluk
Budget & Performance Director

MEETING DATE:
May 29, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: The Finance Committee is responsible for reviewing outside non-profit organization funding requests to make recommendations to the City Council regarding annual funding levels.

BACKGROUND: Outside non-profit organizations submitted applications requesting $1,799,270 for FY 2025-26. The historic policy has been to allocate 1/3 of one penny of the tax rate to be distributed to the organizations, which is equal to $465,804 for the upcoming fiscal year.

Additionally, ARPA-enabled funds have been utilized to fund other non-profit funding requests received by the Mayor and City Council. The remaining balance of ARPA-enabled funds is $154,984.

BUDGET IMPACT: ARPA-enabled funds are available in the FY 2024-25 budget. Funding for the FY 2025-26 non-profit funding requests will be available in the FY 2025-26 budget, pending approval by the Mayor and City Council.

RECOMMENDED ACTION REQUESTED: City Council is requested to finalize recommendations for funding the outside non-profit organization requests.