



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Victor Jones

Jay Wagner, Mayor (Alternate)

Wesley Hudson, Mayor Pro Tem (Alternate)

Thursday, September 14, 2023

4:00 PM

3rd Floor Conference Room

FINANCE COMMITTEE - Britt W. Moore, Chair

PRESENTATION OF ITEMS

CALL TO ORDER

1. [2023-408](#) Consideration of a Purchase of Two (2) 2024 Ford F350 Trucks with Flatbed Dump Bodies from Piedmont Truck Center in the amount of \$141,397.60
City Council is requested to approve purchasing two (2) new 2024 Ford F350 with flatbed dump bodies from Piedmont Truck Center, declaring the old trucks as surplus disposing through the online auction process, and authorize the appropriate City Official (s) to execute all necessary documents.
Attachments: [Purchase Trucks - Piedmont Truck Center](#)
2. [2023-409](#) Consideration of Purchase of three (3) Dennis Eagle Trucks with New Way Side Loading Refuse Bodies from Piedmont Truck Center in the amount of \$1,209,840
City Council is requested to approve the purchase of three (3) Dennis Eagle trucks with New Way side loading refuse bodies from Piedmont Truck Center, declare three (3) current spare trucks as surplus disposing through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Purchase - Piedmont Truck Center Dennis Eagle Trucks](#)
3. [2023-410](#) Consideration of a Purchase of a New Knuckle Boom Truck from Carolina Environmental Systems, Inc. in the amount of \$215,915
City Council is requested to approve the purchase of a new Hino L7 with Pac Mac model KB-20H-HJ from Carolina Environmental Systems, Inc., a budget ordinance amendment for this purchase, and authorize the

appropriate City Official(s) to execute all necessary documents.

Attachments: [Purchase - Carolina Environmental Systems, Inc. - Knuckle Boom](#)

4. [2023-431](#)

Consideration of a Purchase of six (6) Ford Interceptors SUVs from Capital Ford in the amount of \$252,900

City Council is requested to approve the purchase of six (6) Ford Interceptors SUVs from Capital Ford in the amount of \$252,900 and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Capital Ford - Ford Interceptors](#)

5. [2023-411](#)

Consideration of a Contract with SHI, Inc. in the amount of \$95,573.54
City Council is requested to approve a contract with SHI, Inc. in the amount of \$95,573.54 for the annual renewal of subscription-based services provided by Mimecast and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract - Shl, Inc](#)

6. [2023-412](#)

Consideration of Easement Dedications to North Carolina Department of Transportation (NCDOT) - 4515 Johnson Street Complex

City Council is requested to grant temporary easement dedications to NCDOT on city-owned property located at 4515 Johnson Street - Sports Complex for the widening project at Johnson Street and Sandy Ridge Road.

Attachments: [Easement Dedications - NCDOT 4515 Johnson St.](#)

7. [2023-413](#)

Consideration of a Resolution Authorizing the Upset Bid Process for Sale of City Properties Located at 1124 Adams Street and 1210 Kimery Drive High Point

City Council is requested to approve a Resolution accepting the offer of \$27,000 from BMS Properties, LLC for city-owned properties located at 1124 Adams Street and 1210 Kimery Drive through the upset bid procedure of N.C.G.S. §160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. §160A-269.

Attachments: [Resolution - Sale of 1124 Adams, 1210 Kimery](#)

8. [2023-416](#)

Consideration of a Contract with Breece Enterprises, Inc. in the Amount of \$199,350.00

City Council is requested to award a contract to Breece Enterprises, Inc. in the amount of \$199,350.00 for installation of fire hydrants in agreed to locations and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract - Breece Enterprise - Installation Fire Hydrants](#)

9. [2023-417](#)

Consideration of a Resolution Authorizing the First Amendment to a Commercial Lease Agreement of Property Located at 300 A Oak Street

City Council is requested to approve a Resolution for an amendment to a commercial lease agreement regarding property located at 300 A Oak Street which includes an eleven month extension to the lease through June 2024, a renegotiated lease rate of \$7,500 per month and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Resolution - Commercial Lease Extension - 300 Oak Street](#)

10. [2023-407](#) Consideration of a Task Order to the On-call Master Agreement with Freese and Nichols, Inc. in the amount of \$159,000
City Council is requested to approve a Task Order with Freese and Nichols, Inc in the amount of \$159,000 to update existing plans, apply for permitting and create easement exhibits for construction purposes as a task order to the on-call master agreement and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Freese and Nichols, Inc. Supplemental Agreement](#)
11. [2023-418](#) Consideration of Sole Source Purchase with Clearwater Inc. in the amount of \$44,365
City Council is requested to approve Clearwater Inc. as a Sole Source Vendor for the purchase of a replacement recirculating pump for Dissolved Air Flotation thickener #1 at the Eastside Wastewater Treatment Plant.
Attachments: [Eastside WWTP DAF #1-Recirculating Pump](#)
12. [2023-419](#) Consideration of a Resolution Approving the City of High Point's Water Shortage Response Plan
City Council is requested to approve the City of High Point's Water Shortage Response Plan, Resolution, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Resolution - City of High Point's Water Shortage Response Plan](#)
13. [2023-420](#) Consideration of a Purchase for Cityworks Asset Management Software in the amount of \$348,000
City Council is requested to approve a purchase of Cityworks Asset Management Software in the amount of \$116,000 per year for a total three-year cost of \$348,000 for the Public Service Department operational processes and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Cityworks Asset Management Software](#)
14. [2023-423](#) Consideration of a Contract with HDR Engineering Inc. of the Carolinas in the amount of \$323,900 for Implementation of Computerized Maintenance Management System (CMMS)
City Council is requested to approve to a contract with HDR Engineering Inc. of the Carolinas (HDR) to provide services necessary for the implementation of a Computerized Maintenance Management System (CMMS) solution for City business processes and operations and authorize the appropriate City Official(s) to execute all necessary

documents.

Attachments: [Contract - HDR CMMS Implementation](#)

15. [2023-421](#) Consideration of a Contract with Jimmy R. Lynch and Sons, Inc in the amount of \$14,452,747
City Council is requested to approve a Contract with Jimmy R. Lynch and Sons, Inc in the amount of \$14,452,747 for upgrades of the Eastside Wastewater Treatment Plant UV Disinfection & Primary Clarifier Drain System Improvements, capital project budget ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - Jimmy R. Lynch and Sons, Inc. - Eastside WWTP UV](#)
16. [2023-422](#) Consideration of an Interlocal Agreement with the City of Greensboro for Wastewater Lift Station
City Council is requested to approve an Interlocal Agreement with the City of Greensboro to receive reimbursement from the City of Greensboro for their portion of the Registers Creek Lift Station Rehabilitation Project, approve a Capital Budget Ordinance, Resolution, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Interlocal Agreement Registers Creek](#)
17. [2023-425](#) Consideration of a Resolution Allowing Submittal for Funding Opportunities
City Council is requested to approve a resolution which will allow the Public Services Department to compete for grant funding to implement treatment for emerging compounds at the Piedmont Triad Regional Water Authority plant and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Resolution for Grant Funding](#)
18. [2023-424](#) Consideration of a Sole Source Request for a Service Agreement with Fusus, Inc. for a Video and Data Collaboration Platform in the amount of \$100,000
City Council is requested to approve a Sole Source Service Agreement with Fusus, Inc. for a Video and Data Collaboration Platform supporting the Real Time Crime Center (RTCC) operations and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [HPPD Fusus Real Time Crime Center \(RTCC\)](#)
19. [2023-426](#) Consideration of a Contract with ODP Business Solutions/Workspace Interiors in the amount of \$227,892
City Council is requested to award a contract to ODP Business Solutions/Workspace Interiors in the amount of \$227,892 for Police Headquarters Shelving and Storage Solutions and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - ODP Workspace Solutions HQ Shelving & Storage](#)
20. [2023-427](#) Consideration of a Contract with Owyhee Group Companies in the amount

of \$104,970

City Council is requested to award a contract to Owyhee Group Companies in the amount of \$104,970 for infrared lasers for the Police Department's Special Weapons and Tactics Team and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Contract - Infrared Lasers](#)

21. [2023-428](#) Consideration of Acquisition of 1109 W. Green Drive in the amount of \$26,000
City Council is requested to approve the acquisition of 1109 W. Green Drive in the amount of \$26,000 to continue to revitalize the Southside Neighborhood and the southwest corridor of the core city and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Acquisition of 1109 W. Green](#)
22. [2023-432](#) Consideration of a Resolution Authorizing a Lease Agreement with First Baptist Church located at 405 N. Main Street, 407-415 N. Main Street and 149 Church Avenue
City Council is requested to approve a resolution authorizing the City Manager to enter into a lease agreement with First Baptist Church for City-owned property located at 405 N. Main, 407-415 N. Main and 149 Church Avenue for 24 months with monthly installments paid to the city in the amount of \$5,000, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Resolution and Lease Agreement First Baptist Church](#)
23. [2023-440](#) Consideration of a Purchase of Prographics Field Board Systems for use at Truist Point Stadium
City Council is requested to approve a sole source vendor for the purchase of the Prographics Field Board in the amount of \$75,312 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Prographics Field Boards - Truist Stadium](#)
24. [2023-433](#) Consideration of a Contract with Griffin & Strong P.C. in the amount of \$340,300 for a Disparity Study
City Council is requested to approve a contract with Griffin & Strong P.C. in the amount of \$340,300 for a Disparity Study and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - Griffin & Strong P.C. Disparity Study](#)
25. [2023-434](#) Consideration of a Memorandum of Understanding (MOU) with High Point Metropolitan Planning Organization (HPMPO)
City Council is requested to approve a MOU with HPMPO for cooperative, comprehensive, and continued transportation planning with an anticipated annual match for the City of High Point in the amount of \$35,791.89 and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [HPMPO MOU](#)

26. [2023-435](#) Consideration of a Municipal Agreement with North Carolina Department of Transportation (NCDOT) for Congestion Mitigation & Air Quality (CMAQ) Funds
- City Council is requested to approve a Municipal Agreement with NCDOT for CMAQ funds to perform a study of signal system timing along select corridors and authorize the appropriate City Official(s) to execute all necessary documents. NCDOT will allocate a maximum of \$1,218,020 of CMAQ funds to the City of High Point. The City will provide a 20% local match of \$304,505 which has been accounted for in the 2024 CIP budget.

Attachments: [Municipal Agreement with NCDOT - Signal Timing Study](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Selection of Disparity Study Consultant	
FROM: Bobby Fitzjohn, Financial Services Director Cynthia Barnes, MWBE Coordinator	MEETING DATE: September 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY:
ATTACHMENTS:	

PURPOSE:

On April 17, the City Council directed staff to issue an RFP for a disparity study. Proposals have been evaluated and staff recommend awarding a contract to Griffin & Strong P.C. for the City's first disparity study.

BACKGROUND:

Disparity studies are designed to document past discrimination in the awarding of contracts by a particular jurisdiction as well as in the industry in general. Local governments are not required to have a disparity study, but they work to support the constitutionality of a local government's Minority and Women Business Enterprise (MWBE) program.

The High Point City Council has been briefed on various facets of disparity studies since October 2020. In April 2023, the City Council directed staff to release an RFP for a disparity study.

The RFP was released on May 12. Staff contacted several firms directly, and the RFP was posted to the City's website and the State's HUB site. While many firms responded with interest, we received proposals from Griffin & Strong, P.C. and Miller3 Consulting, Inc. An evaluation committee comprised of staff from Purchasing, DEI, and Community Development evaluated the proposals based on the criteria outlined in the RFP.

While the scores were very close, the evaluation committee ranked Griffin & Strong first due to slightly more favorable qualifications of staff and pricing. In addition to the State of North Carolina's recent study, Griffin & Strong has conducted disparity studies for several major cities and counties in North Carolina as well as other cities and counties throughout this region of the US. Griffin and Strong's proposed fee is \$340,300 and the project will be completed in approximately 18 months.

Firm	Score	Price
Miller3 Consulting, Inc.	94	\$368,000
Griffin & Strong, P.C.	95	\$340,300



BUDGET IMPACT:

Funds are available in the FY 23-24 budget.

RECOMMENDATION/ACTION REQUESTED:

Staff recommends and asks City Council to authorize the City Manager to enter into a contract with the Griffin & Strong P.C. in the amount of \$340,300 and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: First Amendment to Commercial Lease - 300 Oak Street	
FROM: Damon Dequenne, Assistant City Manager	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Resolution	

PURPOSE:

Amend the commercial lease of city-owned property at 300 Oak Street by extending the term for an additional eleven-month period.

BACKGROUND:

The original lease for 300 Oak commenced after the sale of the property to the city and allowed for the previous owner, G.L.R.S., LLC, to remain in the facility from December 2022 through July 2023. The original lease rate was \$13,349.97/month. The tenant contacted the city in May requesting an 11-month extension to the lease, through June 2024, and a renegotiated lease rate. Following negotiations, a new lease rate was agreed upon at \$7,500 per month. This rate reflects the tenant's efforts to maintain the building in excellent condition, reduced space needs, and partnership pertaining to our future planning and investigative efforts for the building.

BUDGET IMPACT:

City will receive an additional \$82,500 in revenue.

RECOMMENDATION/ACTION REQUESTED:

Approve resolution amending the commercial lease of 300 Oak Street to G.L.R.S, LLC.



**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE FIRST AMENDMENT TO
COMMERCIAL LEASE AGREEMENT OF PROPERTY LOCATED AT 300 A OAK
STREET HIGH POINT, NORTH CAROLINA**

WHEREAS, the City of High Point (“City”) owns the property located at 300 A Oak Street, High Point, North Carolina, 27260 (“Property”); and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City to enter into lease agreements for City owned property that will not be needed by the City for the term of the lease, pursuant to a resolution of the council authorizing the execution of the lease adopted at a regular council meeting upon 30 days’ public notice; and

WHEREAS, the City and G.L.R.S., L.L.C. (“Tenant”) are parties to that certain Commercial Lease Agreement (“Lease Agreement”) dated December 19, 2022, by which the City agreed to lease a portion of that certain real Property located at 300 A Oak Street, High Point, North Carolina 27260, as described in Deed Book 4569, Page 1355; and

WHEREAS, the City and the Tenant desire to amend the Lease Agreement to extend the term of the Lease Agreement; and

WHEREAS, the City finds that the Property will not be needed by the City for the term of the First Amendment to Commercial Lease Agreement, which will generate revenue of \$7,500.00 per month from lease payments; and

WHEREAS, the City Council convened in a regular meeting on the date so noted below.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the First Amendment to Commercial Lease Agreement for the Property located at 300 A Oak Street, High Point, North Carolina 27260, extending the term through June 20, 2024, for lease payments of \$7,500.00 per month, and hereby authorizes the City Manager or designee to execute any instruments as necessary.

Adopted, this the 18th day of September 2023.

CITY OF HIGH POINT

Jay W. Wagner
Mayor

ATTESTED TO:

Sandra Keeney
City Clerk

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE PURCHASE OF A KNUCKLE BOOM TRUCK
FOR SOLID WASTE

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

Section 1. The proposed amendment appropriates \$215,915 in Solid Waste Fund reserves and transfers the funds to Fleet Services for the purchase of an additional knuckle boom truck for the Environmental Services Division.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Solid Waste Fund revenues be amended as follows:

Fund Balance Appropriation	\$215,915
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(B) That the following Solid Waste Fund expenditures be amended as follows:

Transfer to Central Services Fund	\$215,915
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(C) That the following Central Services Fund revenues be amended as follows:

Transfer from Solid Waste Fund	\$215,915
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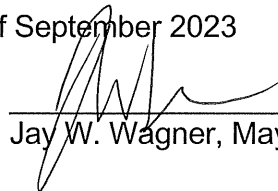
(D) That the following Central Services Fund expenditures be amended as follows:

Vehicles and Other Rolling Stock (Knuckle Boom Truck)	\$215,915
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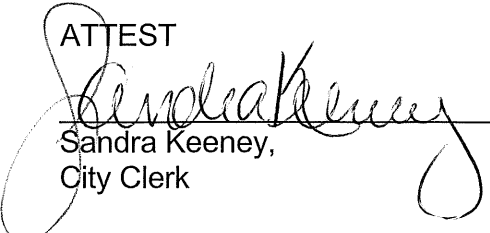
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

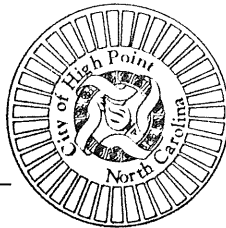
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 18th day of September 2023


Jay W. Wagner, Mayor

ATTEST


Sandra Keeney,
City Clerk



**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR SALE OF CITY PROPERTIES
LOCATED AT:
1124 ADAMS ST., & 1210 KIMERY DR., HIGH POINT, NC**

WHEREAS, The City of High Point ("City") owns vacant lots located at 1124 Adams St. consisting of approximately 7,405 square feet (0.17 acre) in size and more particularly described as Guilford County Tax Parcel 187616; at 1210 Kimery Dr. consisting of 6,098 square feet (0.14 acre) in size and more particularly described as Guilford County Tax Parcel 183435 ("Properties"); and

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

WHEREAS, BMS Investment Properties, LLC has offered a bid of twenty seven thousand dollars (\$27,000.00) for the Properties and paid the amount of one thousand three hundred fifty dollars (\$1,350.00), the required five percent (5%) deposit on his offer.

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

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

subject to upset if a qualifying higher bid is received. The City will credit the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

- the City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed; and
- the buyer must pay balance with cash, cashier's check, or certified check at the time of closing.

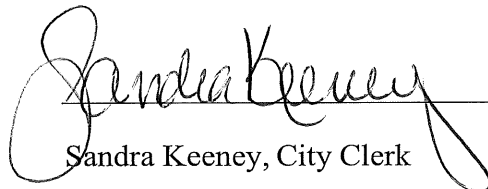
8. The City reserves the right to withdraw the properties from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

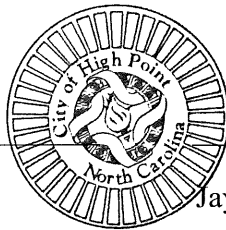
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Properties to BMS Investment Properties, LLC.

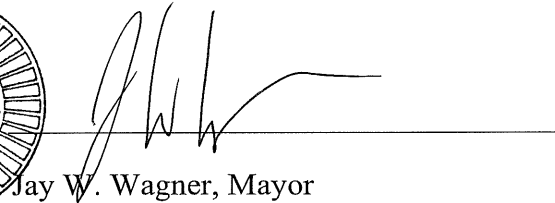
Adopted this the 18th day of September 2023.

ATTEST:

CITY OF HIGH POINT


Sandra Keeney, City Clerk




Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Eastside WWTP- DAF #1- Recirculating Pump - Clearwater Inc.	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A - Quote Attachment B – Sole Source Letter	

PURPOSE: For the sole source purchase of a recirculating pump for Dissolved Air Flotation (DAF) thickener #1 at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: There are three DAF thickeners at the Eastside WWTP. The DAF thickeners receive pumped waste activated sludge and scum from the final clarifiers, thicken the sludge, and then the sludge is pumped to the sludge blending tanks. The recirculating pump for DAF #1 is 20 years old and has failed. It is more costly to rebuild the pump than to purchase a new pump. Clearwater, Inc. is the exclusive distributor for Fairbanks Morse Municipal Pump products including pumps, parts, and repair services for North and South Carolina.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Clearwater Inc. be approved as a sole source vendor for the purchase of a replacement recirculating pump for \$44,365.





PENTAIR FLOW TECHNOLOGIES

Fairbanks Nijhuis
+1.913.371.5000 main
+1.913.371.4025 fax

3601 Fairbanks Avenue
P.O. Box 6999
Kansas City, KS 66106
United States
www.fairbanksnijhuis.com

January 27, 2023

To Whom It May Concern:

Subject... Fairbanks Nijhuis Distributor Authorization

Please be advised that Clearwater, Inc. is the exclusive distributor for Fairbanks Morse Municipal Pump products including pumps, parts and repair services for the area of North and South Carolina.

All inquiries and orders should be directed to:

Clearwater, Inc.
P O Box 1469
Hickory, NC

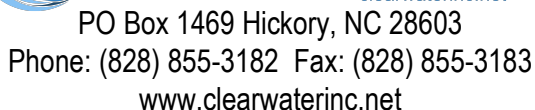
Thank you for your interest in Fairbanks Morse products.

Yours truly,

A handwritten signature in blue ink that reads "Debra L. Smith".

Debra L. Smith
Manager, Inside Sales

Cc: Paul Jezuit



Date	Estimate #
8/29/2023	20233413

Name / Address
City of High Point Attn: Accounts Payable PO Box 230 High Point, NC 27261

Ship To
City of High Point Eastside WWTP 5898 Riverdale Road Jamestown, NC 2728

The above quoted prices do not include freight.				Total	\$47,470.55
REMIT TO:	Hickory Office: PO Box 1469 Hickory, NC 28603 (828) 855-3182	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550	Chesapeake Office: 1224 Executive Blvd Suite 108 Chesapeake, VA23320 (757)512-6428	Quote Valid for 30 days. A 3% fee will be added for credit card fees. Freight is prepaid and added unless quoted.	

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Municipal Agreement with North Carolina Department of Transportation (NCDOT) for Congestion Mitigation & Air Quality (CMAQ Funding)	
FROM: Greg Venable, Transportation Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Municipal Agreement	

PURPOSE: Consideration of a Municipal Agreement with North Carolina Department of Transportation (NCDOT) for Congestion Mitigation & Air Quality (CMAQ) funds to perform a study of signal system timing along select corridors.

BACKGROUND: CMAQ is a federal program that funds transportation projects and programs in air quality nonattainment and maintenance areas to help achieve and maintain national standards for air quality pollutants. In North Carolina, NCDOT serves as the administrator for this program. Funding is apportioned to North Carolina based on the population in non-attainment and maintenance areas of the state and the severity of air quality problem. CMAQ funds are locally administered and awarded at the MPO level to projects within eligible counties. The local project sponsor is responsible for providing the required match and meeting federal funding requirements. The City of High Point was awarded CMAQ funding allocated to the High Point MPO by the Federal Highway Administration (FHWA) for performance of a signal system retiming study.

BUDGET IMPACT: NCDOT will allocate a maximum of \$1,218,020 of CMAQ funds to the City of High Point. The city will provide a 20% local match of \$304,505 which has been accounted for in the 2024 CIP budget.

RECOMMENDATION/ACTION REQUESTED: Staff recommends approval of this agreement and allowing appropriate city staff to execute all associated documents.



Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of High Point

County: Guilford

TIP: HL-0060

Project: Signal System Retiming Study

Scope: a study of select corridors in their signal system to evaluate signal timing. The anticipated benefits include reduced traffic idling and improve travel times.

Eligible Activities:

PE	50550.1.1	Design
		Environmental
ROW		ROW Acquisition
		Utility Relocation
CON		Construction
OTHER		
FEDERAL-AID	5055011	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$1,218,020	80 %	\$304,505	20 %
Total Available Funding		\$1,522,525		

Responsibility: The City of High Point shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 7/12/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0060

AND

WBS Elements: PE 50550.1.1

ROW _____

CITY OF HIGH POINT

CON _____

OTHER FUNDING:

FEDERAL-AID NUMBER: 5055011

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,218,020

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for the High Point Signal System Retiming Study, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,218,020 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day-to-day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of a study of select corridors in their signal system to evaluate signal timing. The anticipated benefits include reduced traffic idling and improved travel times.

This Study is used to provide data for the delivery of benefits for improvement to this area. The Project shall address, but not be limited to the following:

- Data Needs and Applications
- Context of a Corridor
- Establishing Operations Objectives
- Data Collection
- Final Report Recommendations

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Congestion Mitigation and Air Quality. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on the project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of One Million Two Hundred Eighteen Thousand Twenty Dollars (\$1,218,020), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$1,218,020	80%	\$304,505	20%
Total Available Funding		\$1,522,525		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or \$152,252, to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to items needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal Preliminary Engineering funds. Completion for this Agreement is defined as completion of implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality in writing once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROCUREMENT OF MATERIALS AND SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

7. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Data Needs and Applications
- Context of a Corridor
- Establishing Operations Objectives
- Data Collection
- Final Report Recommendations

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project shall reduce the maximum award amount of \$1,218,020 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of implementation and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

8. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

9. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damage or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

10. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: August 3, 2023 (Date)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Real Time Crime Center (RTCC) Video and Data Collaboration Platform - Fusus, Inc.	
FROM: J. Travis Stroud, Chief of Police	MEETING DATE: 09/18/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Service Agreement Sole Source Form & Letter Annual Subscription Price Sheet	

PURPOSE:

To request approval to enter into a service agreement with Fusus, Inc. for a Video and Data Collaboration Platform supporting the Real Time Crime Center (RTCC) operations. Procurement will be made with the Police Department's Equitable Sharing Funds approved by Chief Stroud.

BACKGROUND:

The mission of a RTCC is to provide a law enforcement agency with the ability to capitalize on a vast and expanding range of technologies for efficient and effective policing. Such efforts may allow law enforcement officers to respond quickly, or even immediately, to crimes in progress or to those that recently occurred. The technologies available enable law enforcement agencies and officers to respond to crime events more efficiently and deliberately, with improved operational intelligence and a proactive emphasis on officer, citizen, and community safety.

The Fusus Platform or Ecosystem consists of (1) fūsusONE™, the Real-Time Video & Incident Management Platform, (2) fūsusCORE™, the appliance used for video sharing, & (3) FūsusREGISTRY™, the community facing portal for live & recorded video sharing. Fusus is the only manufacturer. Access to this System will also allow for collaboration with neighboring law enforcement agencies.

BUDGET IMPACT:

Funds have been identified within the Police Department's Equitable Sharing Fund (Department of Justice). The initial payment in FY 24 will encompass implementation and training. Annual renewal in the amount of \$100,000 will come due in subsequent fiscal years (FY25 & FY26).

RECOMMENDATION/ACTION REQUESTED:

The Police Department is recommending that Council authorize the appropriate City Official(s) to execute the pre-negotiated service agreement with Fusus, Inc. for a Video and Data Collaboration Platform in the amount of \$100,000 using Equitable Sharing Funds.





smash silos. fuse communities.

May 3, 2023

Chief Stroud
High Point Police Department
1730 Westchester Drive
High Point, North Carolina 27262

Dear Chief Stroud,

Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations. As such, the solution is robust yet fast and cost efficient to deploy and requires minimal supervision on the part of the Department. Fusus is the sole entity with the authority to specify, implement, and service the solution on behalf of your agency.

FūsusONE, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by every Nationwide Agency under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fūsusONE™, the Real-Time Video and Incident Management Platform, (2) fūsusCORE™, the appliance used for video sharing, and (3) FūsusREGISTRY™, the community facing portal for live and recorded video sharing to aid in response and investigations.

The fūsusONE™ platform offers the following unique capabilities to your agency:

- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-Based Sharing rules engine including a complete chain of custody report of video access by user
- Real Time Integration with your Department's Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Apple iOS and Android Interoperability for Live View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups
- Artificial Intelligence Search (rapid object-based video review) & Sentry (real-time object-based alerting) capabilities
- Patent-pending "dispatch-directed payload" digital media payload sharing with assigned Officers for Calls for Service
- An Operational Dashboard for monitoring secure chat channels between Department and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Department, and emergency and safety-related notifications
- A FūsusAlert™ panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents.

- FūsusNOTIFY™ mass notification capabilities for community SMS alerts
- fūsusANALYTICS™: Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.

The FūsusCORE™ offers the following unique capabilities to your agency:

- Encrypted and Secure Tunnel of User selectable video feeds from video sharing locations.
- Auto-Discovery of all cameras on a network, user selectable for sharing with the Department's real-time crime interface, fūsusONE.
- On-Board Pre-Record of Alerts – store and forward methodology optimized for slower camera host networks
- Plug and Play Setup by the video host locations, not requiring project management by the Department
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as helicopter, drone, tactical robot, license plate recognition, and fixed location video
- Health Monitoring of video sharing sites, and exception alerts for priority video sources
- Public Safety-specific cellular interoperability, including First Net
- Artificial Intelligence Based Search & Alert Capabilities for both public and community-owned camera sources

The fūsusREGISTRY™ portal offers the following unique capabilities to your agency:

- A unique web address owned by your Department for Community Camera Registry
- An intuitive map-based camera registry interface that allows camera owners to share camera location, type, and their contact information with the Department, to aid in investigations
- A secure portal, fūsusVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations, plus an SMS Text based (non-APP based) video and photo sharing capability, FūsusTIPS™
- Aggregation of all live incident views and recorded video into a case file for export to the Department's long-term digital evidence management software (DEMS) system.

This letter documents that the Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

Please contact me at (404) 925-5532 should you have any questions regarding our products and services.

Sincerely,



Anthony Baldoni
Chief Operating Officer
Fusus

cc. CTO, CFO, CEO, Fusus Legal



FUSUS, LLC

Unique Entity ID CDWFJ4VJW178	CAGE / NCAGE 99Z00	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 17, 2024	
Physical Address 5550 Triangle PKWY STE 100 Peachtree Corners, Georgia 30092-6515 United States	Mailing Address 5550 Triangle PKWY STE 100 Peachtree Corners, Georgia 30092-6515 United States	

Business Information

Doing Business as (blank)	Division Name Fusus, Inc.	Division Number (blank)
Congressional District Georgia 07	State / Country of Incorporation Delaware / United States	URL www.fusus.com

Registration Dates

Activation Date Aug 22, 2023	Submission Date Aug 18, 2023	Initial Registration Date Mar 15, 2022
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Entity Dates

Entity Start Date Apr 5, 2022	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
99Z00

Points of Contact

Electronic Business


Rachel Miller

**5550 Triangle PKWY STE 100
Peachtree Corners, Georgia 30092
United States**

Government Business


Rachel Miller

**5550 Triangle PKWY STE 100
Peachtree Corners, Georgia 30092
United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541513	Computer Facilities Management Services

Disaster Response

This entity does not appear in the disaster response registry.



August 1, 2023

Chief Travis Stroud
High Point Police Department
1730 Westchester Drive
High Point, North Carolina 27262

Subject: Service Agreement Proposal

Dear Chief Stroud,

Fusus is honored that the High Point Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for thirty-six (36) months.

1. Initial Scope of Work: The following fusus Pro Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fususONE™: Initial setup, access and training of users to include up to 500 data points and 500 public/private video feeds
 - b. fususCORE™: Installation and setup of:
 - i. Fifteen (15) fususCORE Pro™ Appliances
 - ii. One (1) fususCORE Elite AI™ Appliance
 - c. fususREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fususVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 5TB of videos and still images captured via the fususONE™ platform
 - e. fususOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fususTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fususVault™
 - g. fususNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
 - h. fususAlert™: Implementation of our iOS/Android application which provides panic alerting to fususONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fususONE™ platform
 - i. fususANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
 - j. fususCONNECT Call-Out: One (1) month fusus call-out to businesses within the jurisdiction to assist with camera registration and integration

- k. **fūsusCONNECT Microsite**: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- l. **fūsusINCIDENT™**: Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
- m. **fūsusLIVELINK™**: Provision of a live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency
- n. **fūsusOVERWATCH**: Allows users the ability to track vehicles and people from one camera to another
- o. Remote Configuration of fūsus Core(s)
- p. Integration of all current and future video feeds
- q. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

- | | |
|---|------------------|
| a. Payment 1: Due Upon Contract Signing | \$50,000 |
| b. Payment 2: Due Upon Training and Acceptance | \$50,000 |
| c. Payment 3: Due Upon 1 st Anniversary of Contract Signing | \$100,000 |
| d. Payment 4: Due Upon 2 nd Anniversary of Contract Signing | \$100,000 |

Invoices for payments 3 and 4 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances may be purchased for the following per unit price schedule.

- | | |
|------------------------|--------------|
| a. CORE Lite: | \$200/each |
| b. CORE Lite Extended: | \$300/each |
| c. CORE Pro: | \$600/each |
| d. CORE Pro Extended: | \$1,000/each |
| e. CORE Elite: | \$4,000/each |
| f. CORE Elite AI: | \$5,000/each |

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard

- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s per viewed camera for live video sharing through the system.

5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service attached.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____



fusus

High Point Police Department

High Point Police Department

1730 Westchester Drive
High Point, NC 27262

Travis Stroud

Chief of Police
travis.stroud@highpointnc.gov
336-883-3224

Reference: 20230801-123617167

Quote created: August 1, 2023

Quote expires: September 1, 2023

Quote created by: Robert Spatorico
Public Safety Advisor
ras@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Pro Package SaaS SaaS Subscription to Include 500 Data Points/Video Streams and 5 TBs of Cloud Storage	FUSE-S- 1-1001	1	\$100,000.00 / year	\$100,000.00 / year for 3 years
Core Pro Appliance	CORE-P- 2001	15	\$600.00	\$0.00 after 100% discount
Core Elite AI Appliance	CORE- AI-2001	1	\$5,000.00	\$0.00 after 100% discount
			Total	\$100,000.00

Purchase terms

Questions? Contact me!



Robert Sparatorico
Public Safety Advisor
ras@fusus.com

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America

Fūsus Terms of Service

Terms and Conditions Governing a Subscriber's Use of the Fūsus Software, and all Fūsus Solutions and Services Provided via the Software, including but not limited to the FūsusONE, FūsusREGISTRY, FūsusOPS, FūsusALERT, FūsusTIPS, FūsusNOTIFY, FūsusCORE, FūsusVAULT, FūsusCONNECT and FūsusNOTIFY product offerings.

1. Introduction:

A. Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fūsus Inc. ("Fūsus") and you, a user of the Fūsus Software ("Software") and/or a Subscriber to the FūsusONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms govern Your use of the Fūsus Software, the Solution, and all other solutions, services and networks owned or controlled by Fūsus (all of which are included in the definition of "Content" provided in Section 1 below), which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledged Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

(1) Individual Subscribers.

If You are an individual, You hereby represent and warrant to Fūsus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

(2) Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Fūsus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

B. Updates to the Terms.

When using the Software, the Solution, and/or any other solutions and/or services provided by Fūsus via the Software, You will be subject to any updates and revisions to these Terms. Fūsus reserves the right, at Fūsus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in writing by Fūsus, all Updates shall be effective immediately upon posting on the Software, and Your continued use of the Fūsus

Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fūsus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time (“Policies”). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms shall control.

2. CONTENT.

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fūsus’s other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fūsus and those owned by third parties and licensed to Fūsus for use on the Software (collectively, “Trademarks”), and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fūsus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fūsus through the Software is defined and referred to collectively in these Terms as “Content”.

B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fūsus or controlled by Fūsus through licenses granted to Fūsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fūsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fūsus’s copyright ownership of the Content, Fūsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. “Intellectual Property Rights,” as used in these Terms, means any and all rights belonging to Fūsus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fūsus, Fūsus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

C. Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fūsus

grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the “Limited License”). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fūsus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fūsus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

3. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fūsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, “Subscriber-Generated Content”). Subject to the rights and license You grant to Fūsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fūsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, “PII”).

B. Fūsus’s Enforcement Rights in Subscriber-Generated Content.

You grant Fūsus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fūsus’s cost and expense.

C. Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content.

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

4. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT.

DMCA Notice for Copyright Infringement.

Fūsus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes all of the following:

- (1) a subject line that says: "DMCA Copyright Infringement Notice"; and
- (2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and
- (3) a description of the location of the infringing material on the Software; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and
- (6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
- (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "/s/" followed by Your full typed name, which will serve as Your electronic signature.

Fūsus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fūsus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

B. Mode of Communication.

Fūsus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below: **By Mail:**

Fūsus
ATTN: DMCA Notice
5550 Triangle Pky, Suite 100, Peachtree Corners, GA 30092

By E-Mail:

helpdesk@Fusus.com

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fūsus's other rights, Fūsus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Fūsus.

C. DMCA Counter-Notification regarding Copyright Infringement.

If access on the Software to a work that You submitted to Fūsus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (1) a subject line that says: “DMCA Counter-Notification”; and
- (2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled; and
- (3) a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- (4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and
- (5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Georgia), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

D. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fūsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

- (1) a subject line that says: “Intellectual Property Infringement Notice”; and
- (2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual
- (3) property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and

- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and
- (6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
- (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronicsignature.

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fūsus with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

4. YOUR ACCOUNT AT FŪSUS.

A. Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Data Privacy Policy in Section 4H.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

- (1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fūsus may reject the use of any password, username, or email address for any reason in our sole discretion); and
- (2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and
- (3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and
- (4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your

computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and

(5) You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and

(6) You will not sell, transfer, or assign Your Account or any Account rights.

Fūsus shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30-day notice period through the remainder of the term.

D. Software Access Charges.

Fūsus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Fūsus further retains the right to change the terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fūsus may elect to impose (e.g., geographic or demographic limitations). Fūsus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fūsus has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Fūsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from

Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that Fūsus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Fūsus acknowledges the importance of response times for critical systems when technical issues arise. As such, Fūsus shall provide technical support during normal business hours from 9am to 5pm ET, and via an on-call after-hours support team which is available on a 24/7/365 basis. When technical issues arise, Subscriber may contact Fūsus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@Fusus.com. Fūsus will make every effort in all circumstances to respond to Subscriber technical support inquiries in a timely fashion. For after-hours support requests, Subscriber shall notify Fūsus of the priority of their request when it is submitted. The priority shall determine the guaranteed response time as detailed below:

- (1) Priority 1 – Technical concerns impacting a single or multiple users that require immediate resolution during critical incidents or major events at the Customer/Organization. Fūsus to return customer's call or email within 2 hours, including holidays and weekends.
- (2) Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fūsus to return customer's call or email within 24 hours.
- (3) Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fūsus to return customer's call or email within 1 business day.

H. Data Privacy.

Fūsus may collect, use, transfer, disclose and otherwise process User-generated data in the context of facilitating communication of data with the User and/or the User's Organization through their use of FūsusONE (web-interface) or FūsusOPS (iOS or Android interface), complying with legal requirements, monitoring the User's use of Fūsus's systems, and undertaking data analytics. User generated digital media content saved in the Fūsus system is the sole property of the User, and may not be distributed by Fūsus to any third parties outside of the User's Organization without the User's expressed written consent.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

A. You represent and warrant the following in respect of this Agreement:

- (1) You have the necessary authority to enter into this Agreement; and
- (2) If You are an individual, You are over the age of eighteen; and
- (3) You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fūsus Account;
- (4) You have provided and will continue to provide true, accurate, current, and complete Account registration information; and

- (5) You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and
- (6) If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms, and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision; and
- (7) You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity.

B. Expressed Warranty.

Products manufactured by Fūsus are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of Fūsus's products provided as part of the Software as a Service agreement with Subscriber, or purchased by Subscriber for use with their subscription, that Subscriber returns to Fūsus during the period of the initial term of the agreement.

- (1) Real-Time Crime Center in the Cloud Subscribers (RTC3): All equipment issued as part of a RTC3 project, including FūsusCORE™ appliances and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.
- (2) Security Operations Center in the Cloud Subscribers (SOC2): All equipment issued as part of a SOC2 project, including FūsusCORE™ appliances and peripherals, are warranted for one (1) year from the original date of shipment to Subscriber or its authorized reseller. Extended annual warranty periods purchased by Subscriber for coverage after the first year must be purchased prior to the original shipment of hardware to be considered valid. All warranted hardware will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.

Fūsus's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at Fūsus's sole option. Fūsus shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become Fūsus property. This warranty does not extend to any product sold by Fūsus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with installation procedures and instructions furnished by Fūsus, or which has been repaired or altered by persons other than Fūsus or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed.

6. Indemnification and Liability.

- A. Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FUSUS MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND SOLUTION PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE AND SOLUTION. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, FUSUS DISCLAIMS ANY WARRANTY THAT THE SOFTWARE AND SOLUTION PROVIDED BY FUSUS, OR THE OPERATION OF THE SOFTWARE AND SOLUTION ARE OR WILL BE

ACCURATE, ERROR-FREE OR UNINTERRUPTED. FUSUS MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

- B. Fūsus shall indemnify, defend and hold the Subscriber and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) the gross negligence or intentional misconduct of Fusus or (ii) use by Fūsus of any intellectual property in connection with the Software and Solution under these Terms of Use that infringes or misappropriates any copyright, patent, trademark, trade secret of an unaffiliated third party. Notwithstanding the foregoing, if the Software and/or Solution becomes the subject of such a claim of infringement then Fusus may, at its option: (x) procure for Subscriber the right to use the Software and/or Solution free of any liability for infringement; (y) replace or modify the Software and/or Solution to make it non-infringing but with reasonably comparable functionality; or (z) if Fusus determines that the previous two options are not available on a commercially reasonable basis, grant to Subscriber a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Subscriber for the affected Software and Solution. Furthermore, Fusus has no liability for, and no obligation to indemnify Subscriber against, any third party claim arising or alleging based in whole or in part on use of the Software and Solution other than as specified in the Terms of Use or documentation relating to the Software and Solution, including use with third party hardware and software products not specifically authorized by Fusus.
- C. Disclaimer of Consequential Damages. FUSUS HAS NO LIABILITY WITH RESPECT TO THE SERVICES, OR ITS OTHER OBLIGATIONS UNDER THESE TERMS OF SERVICE OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR ANY OTHER TORTS EVEN IF FUSUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, FUSUS' TOTAL LIABILITY TO SUBSCRIBER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO FUSUS BY THE SUBSCRIBER IN RESPECT OF THE SOFTWARE AND SOLUTION DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

7. Insurance.

Fusus will add Customer as an additional insured under any applicable policy and, at its own cost and expense, maintain, during the Initial Contract Period and any renewal period following the Initial Contract Period:

- (1) Commercial general liability and professional liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering personal and advertising injury, bodily injury and property damage, products/completed operations, and contractual liability;
- (2) Workers' compensation insurance or similar social insurance or government scheme in accordance with the applicable laws; and
- (3) \$2,000,000 per occurrence and \$2,000,000 aggregate, cybersecurity insurance covering data breaches and related incident response and remediation, privacy liability and regulatory action costs, including, without limitation, cyber extortion (ransomware) and business email compromise with both first party overage and coverage for claims by a third party that the data breach or other cyber incident caused them damages.

8. GENERAL PROVISIONS.

A. Governing Law.

The laws of the state where customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

B. Severability and Interpretation.

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect.

C. Communications.

Whenever You communicate with Fūsus electronically, such as via e-mail, You consent to receive communications from Fūsus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fūsus is obligated to respond to inquiries that it receives.

D. Assignment.

Fūsus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by You, and You may not delegate Your duties under these Terms, without the prior written consent of an officer of Fūsus.

E. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by You or Fūsus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

F. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fūsus.

G. Complete Agreement.

This Agreement contains Your entire understanding with Fūsus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.

Annual Subscription Price- Fusus RTC3 Platform	\$15,000	\$75,000	\$100,000	\$150,000	\$275,000
REAL-TIME CRIME CENTER (RTC3)	Partner*	Basic	Pro	Enterprise	Enterprise Plus
Platform Capabilities					
CAD Services	✓	✓	✓	✓	✓
Floor Plans	✓	✓	✓	✓	✓
AVL Services	✓	✓	✓	✓	✓
Fixed IP Surveillance Cameras	✓	✓	✓	✓	✓
Doorbell Cameras	✓	✓	✓	✓	✓
fususVAULT	✓	✓	✓	✓	✓
License Plate Recognition	✓	✓	✓	✓	✓
Telestration (Video Graphic Markup)	✗	✗	✓	✓	✓
Gunfire Detection	✗	✗	✓	✓	✓
Helicopter, Robot, Drone Video & Counter Drone Alerts	✗	✗	✓	✓	✓
Access Control, Burglar & Fire Alarm Systems	✗	✗	✗	✓	✓
RMS Services	✗	✗	✗	✓	✓
fususOVERWATCH	✗	✗	✗	✓	✓
fususONE Users	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Artificial Intelligence Sentry & Search	✗	✗	✓	✓	✓
Fusus Analytics	✗	✗	✓	✓	✓
Data & Video Integration Points					
Total Number of Managed Data Points	0*	150	500	1,500	4,500
Maximum Number of Video Streams Connected	0*	150	500	1,500	4,500
Indefinite Cloud Storage Enabled	1TB	2TB	5TB	10TB	30TB
CORE PRO Devices Included With Subscription	✗	5	15	45	90
CORE ELITE Devices Included With Subscription	✗	✗	✗	✗	5
CORE ELITE AI Devices Included With Subscription	✗	✗	1	5	15
Mobile Integration					
fususOPS iOS & Android App Users	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
fususOPS Incident Based Video Access	✓	✓	✓	✓	✓
Support for iOS and Android Cell Phone Video	✓	✓	✓	✓	✓
Emergency Chat	✗	✗	✓	✓	✓
fususALERT	✗	✗	✗	✓	✓
Community Engagement					
fususNOTIFY	✗	✗	✗	✓	✓
fususTIPS	✗	✗	✗	✓	✓
fususLIVELINK	✗	✗	✗	✓	✓
fususREGISTRY	✗	✗	✓	✓	✓
fususCONNECT Microsite	✗	✗	✓	✓	✓
fususCONNECT Community Representatives	✗	✗	✓	✓	✓
fususCONNECT Caller (prices per caller/month)	✗	✗	1 month	3 months	6 months
MOU Creation	✗	✗	✓	✓	✓
Hand-Out Cards	✗	✗	✗	✓	✓
Promotional Poster	✗	✗	✗	✓	✓
Tutorial Video	✗	✗	✗	✓	✓
Support					
24x7 Technical Support	✓	✓	✓	✓	✓
Virtual Support or Training	✓	✓	✓	✓	✓
On-Site Support or Training	Day Rate	Day Rate	Day Rate	Day Rate	Day Rate
Community Engagement	✗	✗	✓	✓	✓
Annual Subscription Price- Fusus RTC3 Platform	\$15,000	\$75,000	\$100,000	\$150,000	\$275,000

Additional Hardware & Services

CORE Devices	MSRP	STORAGE	CAMERAS	ARCHIVING
		(Up To)	(Up To)	(Up To)
FususCORE Lite	\$200	512GB SDXC	4	2 Days
FususCORE Lite Extended	\$300	1TB SDXC	4	4 Days
FususCORE Pro	\$600	4TB HDD	25	4 Days
FususCORE Pro Extended	\$1,000	18TB HDD	25	30 Days
FususCORE Pro AI	\$2,000	4TB HDD	6	11 Days
FususCORE Elite	\$4,000	36TB HDD	180	4 Days
FususCORE Elite AI	\$5,000	36TB HDD	64	11 Days

* Regional Partner Agency Pricing

- Limited to regional partner agencies with 50 or less officers.
- Requires affiliation to at least one Primary Agency subscriber.
- Partner Agency receives unlimited Primary Agency(s) shared cameras into their system.
- Integration of the Partner Agency’s cameras require additional CORE purchases at published prices.
- Regional Partner Agency can purchase 25 streams for \$7,500 annually, plus cost of cores

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Knuckle boom	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation Budget Ordinance	

PURPOSE:

The Environmental Services Division is currently in need of an additional knuckle boom truck for their daily duties. Using the NC Sheriff's Association Contract# 24-08-0421 a Hino L7 with Pac Mac model KB-20H-HJ loader is being recommended for council approval.

BACKGROUND:

The Environmental Services Department is currently in need of an additional knuckle boom truck for their daily duties. Due to availability of the identified truck the city will be able to take immediate ownership. The purchase will avoid rental equipment cost and greatly increase efficiencies. Using the NC Sheriff's Association Contract# 24-08-0421 a Hino L7 with Pac Mac model KB-20H-HJ loader is being recommended for council approval. The new unit is like other trucks they are using and will meet their needs. The price of \$215,915 is for the truck, training, extended warranty, and delivery. The estimated delivery is immediate.

BUDGET IMPACT:

The proposed budget ordinance amendment utilizes Solid Waste Fund reserves to cover the cost of the vehicle.

RECCOMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends purchasing the new Hino L7 with Pac Mac model KB-20H-HJ from Carolina Environmental Systems, Inc. and approving the budget ordinance amendment for this purchase.



“AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE PURCHASE OF A KNUCKLE BOOM TRUCK
FOR SOLID WASTE

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

Section 1. The proposed amendment appropriates \$215,915 in Solid Waste Fund reserves and transfers the funds to Fleet Services for the purchase of an additional knuckle boom truck for the Environmental Services Division.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Solid Waste Fund revenues be amended as follows:

Fund Balance Appropriation	\$215,915
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(B) That the following Solid Waste Fund expenditures be amended as follows:

Transfer to Central Services Fund	\$215,915
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(C) That the following Central Services Fund revenues be amended as follows:

Transfer from Solid Waste Fund	\$215,915
--------------------------------	-----------

(D) That the following Central Services Fund expenditures be amended as follows:

Vehicles and Other Rolling Stock (Knuckle Boom Truck)	\$215,915
---	-----------

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 18th day of September 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$215,915
TOTAL BUDGETED AMOUNT				\$215,915

DEPARTMENT HEAD: Digitally signed by KEVIN ROGERS
Date: 2023.08.25 11:44:49 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon
Date: 2023.08.25 13:19:26 -04'00' DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2023.08.25 14:05:12 -04'00' DATE:

CITY MANAGER: DATE:



City of High Point Quote



CONFIGURATION

Chassis	ProView 6x4 (Wide)
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STANDARD SPECIFICATION

Vehicle Overview	
Drive Hand	DS (Steering Box on Left)
GVWR	62,000 lb
Wheelbase	230"
Engine	Cummins L9 360HP (Current Spec)
Gearbox	Allison 3000RDS
Fuel Tank	70 US Gallons
Cab Seating	Driver +1

WHEELS, TYRES & SUSPENSION

Axle	Design Weight	Suspension	Tires
Axle 1	20,000 lbs	Front Steel Suspension 5655001	315/80 R 22.5 5656001
Axle 2	44,000 lbs	Drive Axle 1 Suspension Hendrickson HN460 5661001	315/80 R 22.5 5662001
Axle 3		Drive Axle 1 Suspension Hendrickson HN460 5661001	315/80 R 22.5 5665001



STANDARD EQUIPMENT – CHASSIS

- Low Entry Cab with Single Hi-Vis Step Entry (16" Step Height)	- Flat, Unobstructed Walkthrough Cab Floor - Washable
- Cummins L9 360 HP, 6 Cyl. 8.9L in-Line Diesel	- LED Headlamps, low and high
	- LED Daytime Running Lights
- Cromwell Blended Steel Cab	- Mechanically Operated Hydraulic Cab Tilt
- DPF and SCR Treatment for EPA Compliance	- Rear of Cab Vertically Mounted Exhaust
- Electronic Fuel Injection	- Brake Pad Wear Lining Sensors
- Enhanced Converter Load Reduction (ECLR)	- Engine Immobiliser
- 4 Wheel Park Brake	- Red 3 Point Inertia Seatbelts
- Adjustable Air Suspended Driver's Seat, Armrest	- Storage Net for Documents
- 4 x Split Coat Hooks, Accommodates 8 Coats	- Oddments Tray in Doors
- 2x Half Width Sun Blinds	- Driver/Passenger Door LED Red Strip Marker
- In Dash 12V Power Supply Socket	- Electric Heated Mirrors
- Electric Windows	- Knorr Bremse Bendix Disc Brakes All Round
- Emergency Brake Signal	- 10 Gallon DEF Reservoir
- 70 Gallon Fuel Tank Anti-Siphon, Anti-Spill & Lockable Cap	- Anderson Socket
- 12v Electrical System	- 3x 185 amp/hour Batteries, 1000 CCA Capacity Each
- 320A Alternator	- RP170 Connectivity
- J1939 CAN Integrated	- Traction Enhancement
- Air Conditioning	- Flat Cab Roof with Compliant Marker Lights
- Cruise Control	- Battery Isolator on Battery Box with Power On/Off LED Light
- Engine Hour Meter Within Display Unit with Clock	- Rail Section 13.66" x 3.74" x 3/8"
- Pressed Steel Channel Frame, Bolted Construction	- Differential Lock
- Frame RBM 3,290,000	



FITTED EQUIPMENT – CHASSIS

Option No.	Option Name
5650001	USA
5652001	6x4
5653001	Wide Track
5634001	GVW 62000 lbs
5633004	Wheelbase 230 inches
5654007	Cummins L9 360HP (Current Spec)
5638001	Allison 3000RDS Gearbox
5636001	Fuel Type Diesel
5671001	70 US Gallon Fuel Tank
5655001	Front Steel Suspension
5661001	Drive Axle 1 Suspension Hendrickson HN460
5664001	Drive Axle 2 Suspension Hendrickson HN460
5669002	Tyre Manufacturer Cooper
5657003	Front Axle Tread Pattern Roadmaster R230 WH
5663004	Drive Axle 1 Tread Pattern Roadmaster R230 WH
5666004	Drive Axle 2 Tread Pattern Roadmaster R230 WH
5656001	Front Tire Size 315/80 R 22.5
5662001	Drive Tire 1 Size 315/80 R 22.5
5665001	Drive Tire 2 Size 315/80 R 22.5
5734001	Steel Wheels
5-1089-0001	White Coloured Wheels
5635002	Dual Steer (Steering Box on Left)
5637001	Individual Crew Seat. Heated, Air Suspended Crew Seat - 6 Way adjustable. Armrest and Seatbelts
5674001	English only Labels
5673001	English only Documents
5061002	Window in Cab Rear Panel (Centre)
5024002	Air Conditioning
5267001	Instrument Cluster Language 1 (English)
5799001	English Only Labels
5796002	Individual Air Tank Drains
5020003	Inter + Cross Axle Diff Lock
5-1091-0001	Standard Rear Overhang

WARRANTY

Description
7 Year Driveline Lite & Chassis Cab/ 5 Year Allison Warranty/ 6 Year (150,000 miles) Plan 1 Engine and After Treatment
Please review Warranty Packet for coverage details of Driveline Lite & Cab and Chassis

TRAINING

Description
No Training

Warranty Costs:

7 Yr Driveline Lite/Chassis Cab= \$4,539.00
 5 Yr Allison Transmission=\$966.00
 6 Yr Engine and After Treatment= \$3545.00

Total Package Price Including Body & Warranties:
\$403,280.00



For NCSA Contract Purchases:
Please send P.O. to Amick & NCSA including:
Contract #, Spec #, Contact Info, & Fed. Tax ID #
NCSA: kmitman@ncsheriffs.net
[LINK: NCSA Terms & Conditions](#)

CONTRACT #

24-08-0421

SPECIFICATION #

309

END USER: CITY OF HIGH POINT
KEVIN ROGERS
BODY INSTALL NEW WAY TRUCKS - MS,
LOCATION: 1 WOLVERINE DR., BOONEVILLE, MS 38829

Description

MODEL: **NEW WAY SIDEWINDER**
BODY SIZE: **31 YARD**
BODY PAINT: DENNIS EAGLE ECKLA WHITE 972368 (MS972368)
BODY WARRANTY: STANDARD MFG. WARRANTY.

STANDARD EQUIPMENT INCLUDED

SIDEWINDER XTR AUTOMATED ARM - XHD 6X6 MODEL
12 FT. REACH & 1000 LBS. LIFT CAPACITY
ARM STOWED LOCK - AUTOMATIC PNEUMATIC CAM LOCK
ARM CONTROL JOYSTICK - CENTER CONSOLE - PROPORTIONAL HYDRAULIC CONTROL FOR SMOOTH OPERATION
ELECTRIC / HYDRAULIC BODY CONTROLS (ILO PNEUMATICS)
PROXIMITY SWITCH - ARM STOWED SENSOR - ILO WIRE STYLE LIMIT SWITCH
PROXIMITY SWITCHES - PACKER POSITION, TAILGATE, BODY UP, ARM POSITION
CAN-BUS ELECTRONIC CONTROL SYSTEM W/ XL IN CAB DISPLAY - OPERATOR FEEDBACK & MAINTENANCE REMINDERS
PTO HOUR METER
HINGED HOPPER DOOR FOR EASY ACCESS - INCLUDES SAFETY PTO KILL SWITCH
FRONT MOUNT VANE PUMP - DUAL PUMP - WORK AT IDLE HYDRAULICS.
NOTE: FRONT PUMP REQUIRES FRONT ENGINE PTO PROVISIONS ON CHASSIS
NOTE: HOT SHIFT TRANSMISSION MOUNT PTO RESULTS IN UPCHARGE.
LED BODY LIGHTS INCLUDING REVERSE AND LICENSE PLATE
INTEGRATED MULTIFUNCTION LED STROBE LIGHTS: (2) MOUNTED UPPER TAILGATE
SAFETY KIT - FIRE EXTINGUISHER, 10LBS. & TRIANGLE KIT
ACRYLIC URETHANE ENAMEL - AXALTA IMRON ELITE 5000
ARM POWDER COAT: NW SAFETY YELLOW
STEEL SPECIFICATIONS, STD.:
BODY SIDES: 10GA AR450
PACKER PANEL: 1/4" AR450
BODY FLOOR: 8GA AR450
TAILGATE BACK: 10GA AR450
HOPPER FLOOR & SIDES: 1/4" HARDOX 450
RAM GUIDE: 3/8" X 3" AR400 WEAR STRIPS
ZINC PLATED HYDRAULIC TUBES OFFER DURABILITY AND HEAT DISSIPATION
INDUCTION HARDENED PACK CYLINDERS WITH SCRAPERS
QUICK DISCONNECT PORTS FOR PRESSURE GAUGE
TROUGH CLEANOUT TOOL
CART COUNTING DEVICE
BOLT-ON ICC BUMPER

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED

HOPPER FLOOR & SIDES: 1/4" HARDOX 450
ARM SPILL SHIELD
HINGED FRONT CYLINDER SPLASH SHIELD
CLEANOUT CHUTE EXTENSIONS BOTH SIDES
HYDRAULIC HOPPER COVER
HOPPER ACCESS LADDER
SHOVEL AND BROOM RACK 2 TOOLS
LED BACKUP LIGHTS MID TAILGATE (2)
LED WORK LIGHTS 1 IN HOPPER, 1 LEFT BOLSTER FACING ARM
STROBE LIGHT SURFACE MOUNT CENTER TAILGATE
INTEGRATED STROBE PACKAGE, LOWER TAILGATE
EXTRA WIRING FOR LED LIGHT ON REAR BOLSTER CURBSIDE FACING ARM.
SAFETY VISION QUAD CAMERA SYSTEM WITH 7" COLOR MONITOR, CENTER TAILGATE, UPPER LEFT SIDE OF HOPPER, CURBSIDE REAR BOLSTER FACING ARM, STREETSIDE OF THE CAB FACING REAR.
HOT SHIFT PTO PROVISION TANDEM VANE
REMOTE GREASE ZERKS FOR TAILGATE AND UPPER CYLINDER HINGE PINS
FRONT MOUNT GREASE ZERKS FOR SYSTEM PACKER AND BODY LIFT PINS
MANUAL AUTO-PACK BUTTON

ARM NOT STOWED AUDIBLE ALARM
ARM CONTROL ROCKER SWITCHES UNDER SEAT
BACKUP ALARM UPGRADE 102 DB
QUICK DISCONNECT PRESSURE GAUGE
STEEL TOOL BOX 18X18X24 FRAME MOUNTED
FIRE EXTINGUISHER UPGRADE TO 20 LB
PARTS MANUAL
HYDRAULIC HOSE FABRIC COVERS

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
BODY PDI
AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
ON-SITE TRAINING - PROVIDED BY REQUEST

DELIVERY OPTION INCLUDED:

AECI DELIVERS TO END USER.

COMMENTS:

Pricing Volatility Disclaimer - Equipment pricing, especially chassis pricing, is subject to further increases, as announced by manufacturers. In such an event, customers will be notified and provided with documentation. They will have the option to continue the order with updated pricing, or cancel the order. We sincerely appreciate your patience during these unusual circumstances

Chassis Description

MODEL:	2023 DENNIS EAGLE
GVWR:	64000 LBS
CA/CT Required:	CT 195"
ENG & TRAN:	CUMMINS L9 DIESEL / ALLISON 3000 RDS A/T
PAINT:	DENNIS EAGLE ECKLA WHITE 972368 (MS972368)
VIN:	
COMMENTS:	SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.
NCSA Spec #	Body quote only, chassis lead

ORDER CONFIRMATION

SIGNATURE

DATE

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.

TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.

COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcewell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option. Unless explicitly stated, customers shall not assume that any of the equipment quoted are being offered under a purchasing contract. It is up to the purchaser to determine whether purchasing any items - both explicitly listed on the contract or not, are permitted by

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Services – Cityworks, Asset Management Software Solution	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: RFQ
ATTACHMENTS: 1. Master Software Services Agreement	

PURPOSE: To request approval for the purchase of Cityworks Asset Management software for the Public Services Department operational processes. This software will provide the following:

- Work order management for multiple divisions
- Maintenance scheduling
- Preventative maintenance
- Historical maintenance documentation
- Powell Bill documentation
- Performance metrics
- Spare parts management
- Asset management

BACKGROUND: Public Services has historically used multiple work order management programs to assist with ongoing maintenance and record keeping. One of the programs is no longer supported and non-functional while another is very limited in capabilities.

Public Services solicited providers for work order and asset management solutions. Presentations and interviews were conducted. References were checked as well as offsite visits and inspections with other municipal users.

Staff selected Cityworks, a Trimble company, to provide the needed Computerized Maintenance Management System (CMMS) solution. This software includes solutions for multiple Public Services divisions consisting of work order management, asset management, analytics, preventative maintenance scheduling, Powell Bill documentation, and mobile app platforms. Complete implementation is anticipated to take 18 months.

BUDGET IMPACT: Funding for this order is currently available in the FY 2023-2024 budget.

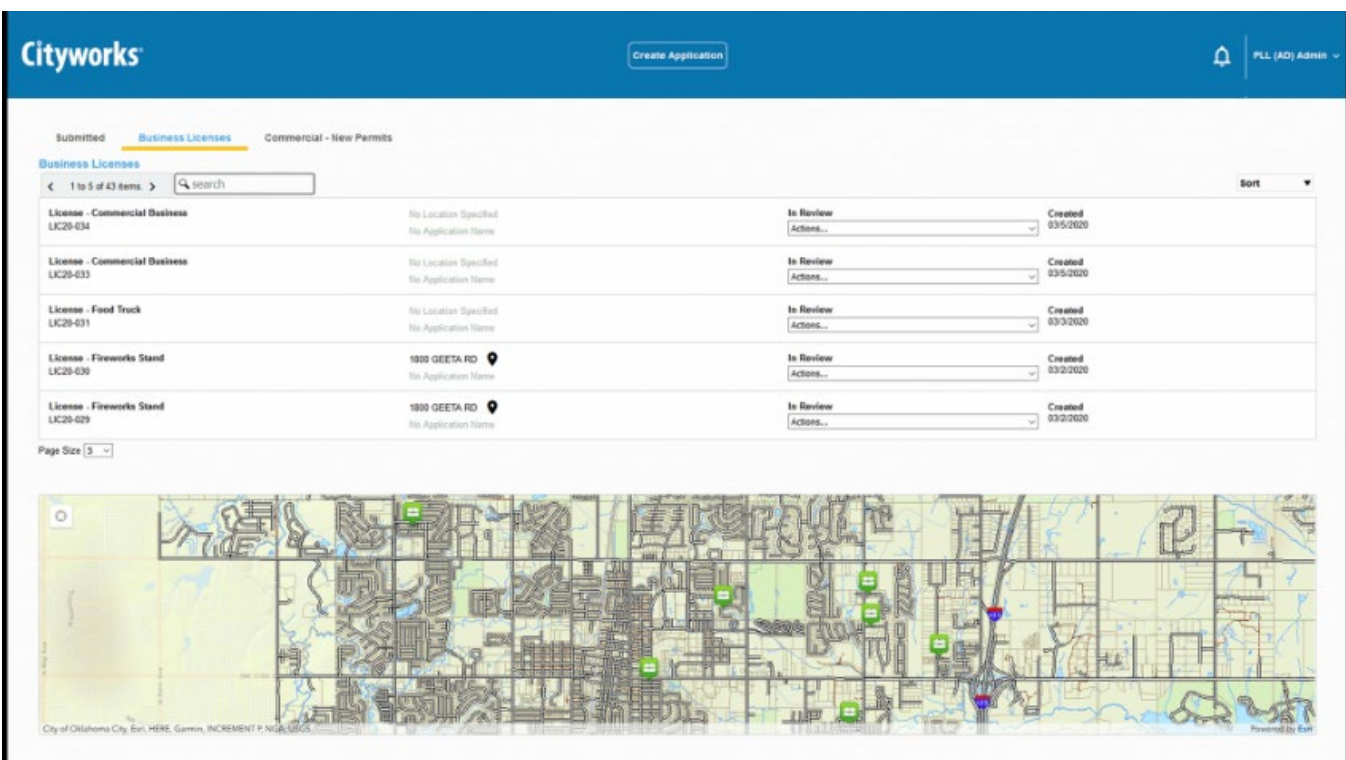
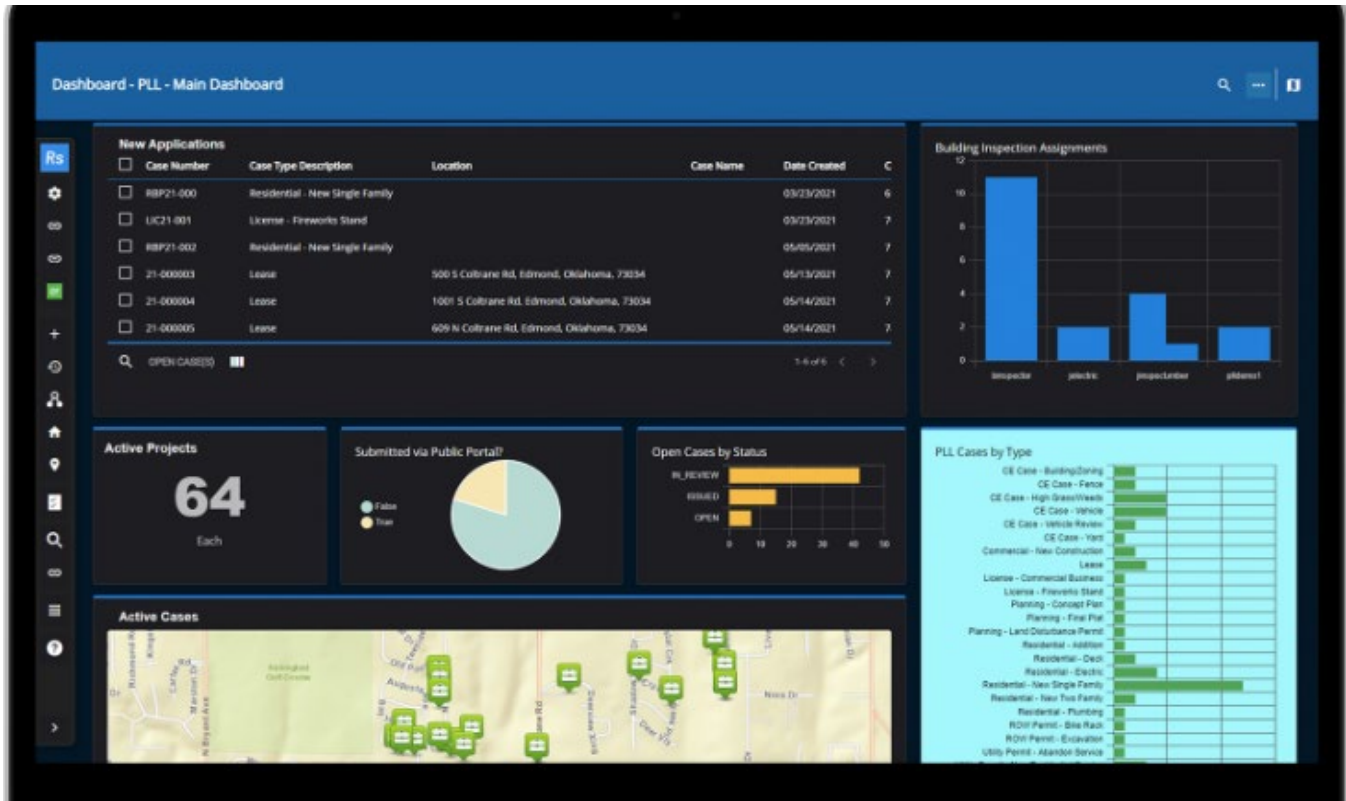
RECOMMENDATION/ACTION REQUESTED: The Public Services Department is recommending that Council approve the request to purchase Cityworks software for \$116,000.00 per year for three years. The total three-year cost totals \$348,000.00.



CITY OF HIGH POINT

AGENDA ITEM

Below are sample screens of the CMMS solution showing work orders, GIS mapping, and other data useful in maintaining our critical infrastructure.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-34142-2
Created Date 6/26/2023
Expiration Date 9/20/2023

Contact Information

Contact Name:		Prepared By Name:	Dave Bramwell
Customer:	High Point (NC)	Prepared By Phone:	(801) 523-2751
Contact Address:	211 S Hamilton Street High Point, NC 27260		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Cityworks Online Premium	1.00	USD 111,000.00
Sandbox	1.00	USD 5,000.00
TOTAL:		USD 116,000.00

Notes

Year 1 Dollar Value	USD 116,000.00	Year 1 Date Range	08/01/2023 - 07/31/2024
Year 2 Dollar Value	USD 116,000.00	Year 2 Date Range	08/01/2024 - 07/31/2025
Year 3 Dollar Value	USD 116,000.00	Year 3 Date Range	08/01/2025 - 07/31/2026

Notes:

Server AMS Premium Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Respond
Mobile Native Apps (for iOS/Android)
Office (limited use for Admin and Reporting only)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
OpX Projects
OpX Contracts
OpX Budgets
CCTV Interface for PACP
Pavement Management
1 Sandbox

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on 100,001 - 150,000 population range

ELA pricing quote for CWOL assumes no hosting logins are added over and above the current 50 Server AMS hosting Logins. Additional hosting logins can be added for an additional fee.

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

Optional Add-ons:

5-Pack of Additional Users \$750.00/year

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

CITY OF HIGH POINT

AGENDA ITEM

TITLE: City of Greensboro – Interlocal Agreement for Wastewater Lift Station	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A: Interlocal Agreement Attachment B: Capital Project Ordinance Attachment C: Resolution	

PURPOSE: Receive reimbursement from the City of Greensboro for their portion of the Registers Creek Lift Station Rehabilitation Project.

BACKGROUND: Greensboro has agreed to provide thirty percent (30%) of the total construction cost for the Registers Creek Lift Station project, in exchange for allowing Greensboro to utilize approximately thirty percent (30%) of the daily flow capacity of the Lift Station, which is up to 1.26 MGD.

High Point awarded the Lift Station construction contract to Jimmy Lynch & Sons, Inc., and the total construction cost of the Lift Station was \$8,463,586.43 (eight million, four hundred sixty-three thousand, five hundred eighty-six dollars and forty-three cents). Greensboro shall be responsible for thirty percent (30%) of the Total Construction Cost (approximately \$2.5 Million), which shall be paid within six (6) months of the Effective Date. The Lift Station shall be solely owned, operated, and maintained by High Point.

High Point agrees to allow Greensboro to utilize up to 1.26 MGD of the daily flow capacity of the Lift Station. Greensboro customers will be charged the “Outside Rate,” as defined on the High Point Water and Sewer Rate Schedule published annually and incorporated herein by reference. Greensboro will track the usage, provide supporting data and documentation, and submit payment to High Point, minus an administrative fee, on a quarterly basis.

BUDGET IMPACT: A capital project ordinance appropriating the City of Greensboro reimbursement, totaling \$2,539,075.93 is included with this item.

RECCOMENDATION/ACTION REQUESTED: City Council is requested to approve the attached Interlocal Agreement with the City of Greensboro.



NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT
FOR LIFT STATION

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2023 (“Effective Date”), by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation (“High Point”), and the **CITY OF GREENSBORO**, a North Carolina municipal corporation (“Greensboro”) (High Point and Greensboro hereinafter collectively referred to as the “Parties” and individually to as the “Party”).

WITNESSETH:

WHEREAS, Part I of Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the Parties have a lengthy history of interlocal cooperation with respect to matters affecting their mutual interests and the benefit of their respective citizens; and

WHEREAS, the Parties each own and operate water supply and wastewater collection systems to service their respective citizens, and

WHEREAS, High Point is constructing the Register’s Creek force main and lift station project, located at 4906 Bisbee Drive, Greensboro, NC 27407 and more particularly described on **Exhibit A** attached hereto (hereinafter the “Lift Station”) which is expected to accept and transfer approximately 4.2 million gallons of raw wastewater per day (MGD); and

WHEREAS, High Point has requested and Greensboro has agreed to provide thirty percent

(30%) of the total construction cost for the Lift Station, in exchange for allowing Greensboro to utilize approximately thirty percent (30%) of the daily flow capacity of the Lift Station, which is up to 1.26 MGD;

WHEREAS, the Parties desire to set forth their agreement for such exchange; and

WHEREAS, the governing bodies of High Point and Greensboro, finding that this Agreement is in the best interest of the Parties, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and,

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Construction and Operation. High Point awarded the Lift Station construction contract to Jimmy Lynch & Sons, Inc., and the total construction cost of the Lift Station was \$8,463,586.43 (eight million, four hundred sixty-three thousand, five hundred eighty-six dollars and fourty-three cents) (hereinafter “Total Construction Cost”). Greensboro shall be responsible for thirty percent (30%) of the Total Construction Cost, which shall be paid within six (6) months of the Effective Date. The Lift Station shall be solely owned, operated, and maintained by High Point.

2. Utilization and Rate. High Point agrees to allow Greensboro to utilize up to 1.26 MGD of the daily flow capacity of the Lift Station for the term of this Agreement. Greensboro customers will be charged the “Outside Rate,” as defined on the High Point Water and Sewer Rate Schedule published annually and incorporated herein by reference. Greensboro will track the usage, provide supporting data and documentation, and submit payment to High Point, minus an administrative fee, on a quarterly basis. Payment shall be due within thirty (30) days of the last day of each quarter. Payment received more than sixty (60) days from the last day of each quarter,

without prior notice, shall result in a ten percent (10%) penalty being assessed.

3. Future Increased Capacity. In the future, if High Point elects to increase capacity of the Lift Station, Greensboro shall be provided the right of first refusal to participate in additional construction and utilization for a pro rata share of the increased capacity.

4. Inflow and Infiltration Study. If the peaking factor of the Lift Station exceeds five (5), Greensboro shall participate pro rata in an inflow and infiltration study ("I&I Study"). If the findings of the I&I Study identify issues that Greensboro is responsible for, within six (6) months of the completion of the I&I Study, Greensboro shall provide to High Point a proposal and schedule to reduce the inflow and infiltration to an acceptable peaking factor. Within twenty-four (24) months of completion of the I&I Study, Greensboro shall have addressed any recommendations from the I&I Study to reduce the inflow and infiltration to an acceptable peaking factor.

5. Periodic Review. The Parties shall conduct a periodic review of this Agreement on an annual basis.

8. Change in Circumstances. In the event there is a change in state or federal environmental laws or regulations that requires a change or upgrade to the Lift Station, or North Carolina Department of Environmental Quality requires a change or upgrade to the Lift Station, or High Point determines the need for a change or upgrade to the Lift Station, Greensboro shall pay thirty percent (30%) of the actual cost paid by High Point.

9. Term. This Agreement shall commence on the Effective Date and continue for a term of twenty (20) years ("Initial Term"). This Agreement may be renewed for additional ten (10) year terms, if agreed to by the Parties in writing ("Renewal Term").

10. Termination. This Agreement may be terminated for convenience by either Party with at least two (2) years advanced written notice.

11. Relationship Between the Parties. The Agreement shall not under any circumstances be construed to make Hight Point and Greensboro partners, joint venturers, or Parties to similar relationships with each other.

12. Notice. All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective Parties as follows:

GREENSBORO:

City Manager
City of Greensboro
300 W. Washington Street
Greensboro, NC 27401

HIGH POINT:

Public Services Director
City of High Point
P. O. Box 230
High Point, NC 27261

With a Copy to:
City Attorney's Office
P.O. Box 230
High Point, NC 27261

or to such other addresses as either Party shall subsequently designate by notice given in accordance with this section.

13. Final Expression, Modification, Severability, No Waiver. This Agreement is intended to be a final expression of the Parties agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions and supersedes and replaces all prior negotiations and agreements between the Parties, whether written or oral, with respect to the subject matter hereof. This Agreement may be modified or amended only by the written mutual consent of both Parties. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of this

Agreement, so long as the material purpose of this Agreement can be determined and effectuated. Any failure by either Party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

14. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law). Any disputes, controversies, or claims arising out of the Agreement shall be brought in Guilford County, North Carolina.

15. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the Parties. Facsimile and electronic signatures shall be deemed as effective as original signatures.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

CITY OF GREENSBORO

ATTEST:

By: _____
Nancy B. Vaughan, Mayor

_____, City Clerk

Preaudit Certificate

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

_____, Finance Director

CITY OF HIGH POINT

By: _____

Jay W. Wagner, Mayor

ATTEST:

Sandra Keeney, City Clerk

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

"AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
REGISTERS CREEK LIFT STATION PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that,
pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the
following Capital Project Ordinance is hereby adopted:

- Section 1. The City of Greensboro has agreed to provide 30% of the total construction cost for the Registers Creek Lift Station project, in exchange for use of approximately 30% of the daily flow capacity of the Lift Station, which is up to 1.26 MGD. This portion equates to \$2,539,075.93.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|--------------------|-------------|
| City of Greensboro | \$2,539,076 |
|--------------------|-------------|
- Section 3. The following amounts are appropriated for the Project:
- | | |
|------------------------------|-------------|
| Registers Creek Lift Station | \$2,539,076 |
|------------------------------|-------------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 18th day of September 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR
REGISTER'S CREEK LIFT STATION AND WASTERWATER TREATMENT**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the City of Greensboro ("Greensboro") is a local political subdivision of the State, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, individually referred to as "Party" or collectively "Parties," and

WHEREAS, High Point owns and operates the Registers Creek Lift Station, located at 4903 Bisbee Drive, Greensboro, NC 27407 ("Registers Creek Lift Station"), which the North Carolina Department of Environmental Quality Division of Water Resources, under the National Pollutant Discharge Elimination System, has permitted capacity to accept and treat up to 4.2 million gallons per day ("MGD") of wastewater; and

WHEREAS, High Point has requested and Greensboro has agreed to provide thirty percent (30%) of the total construction cost for Register's Creek Lift Station, in exchange for allowing Greensboro to utilize up to thirty percent (30%) of the permitted capacity, which is up to 1.26 MGD of the Registers Creek Lift Station permitted capacity; and

WHEREAS, the City and Greensboro have agreed to cooperate with each other for the City's provision of wastewater collection services for the territorial jurisdiction of Greensboro; and

WHEREAS, the City finds that it is in the best interest to the public safety and welfare of its citizens to enter into an interlocal agreement with Greensboro for the provision of wastewater collection services within a portion of the territorial jurisdiction of Greensboro.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves an Interlocal Agreement between the City and Greensboro for the provision of wastewater collection services within a portion of the territorial jurisdiction of Greensboro.

Adopted this the 18th day of September, 2023.

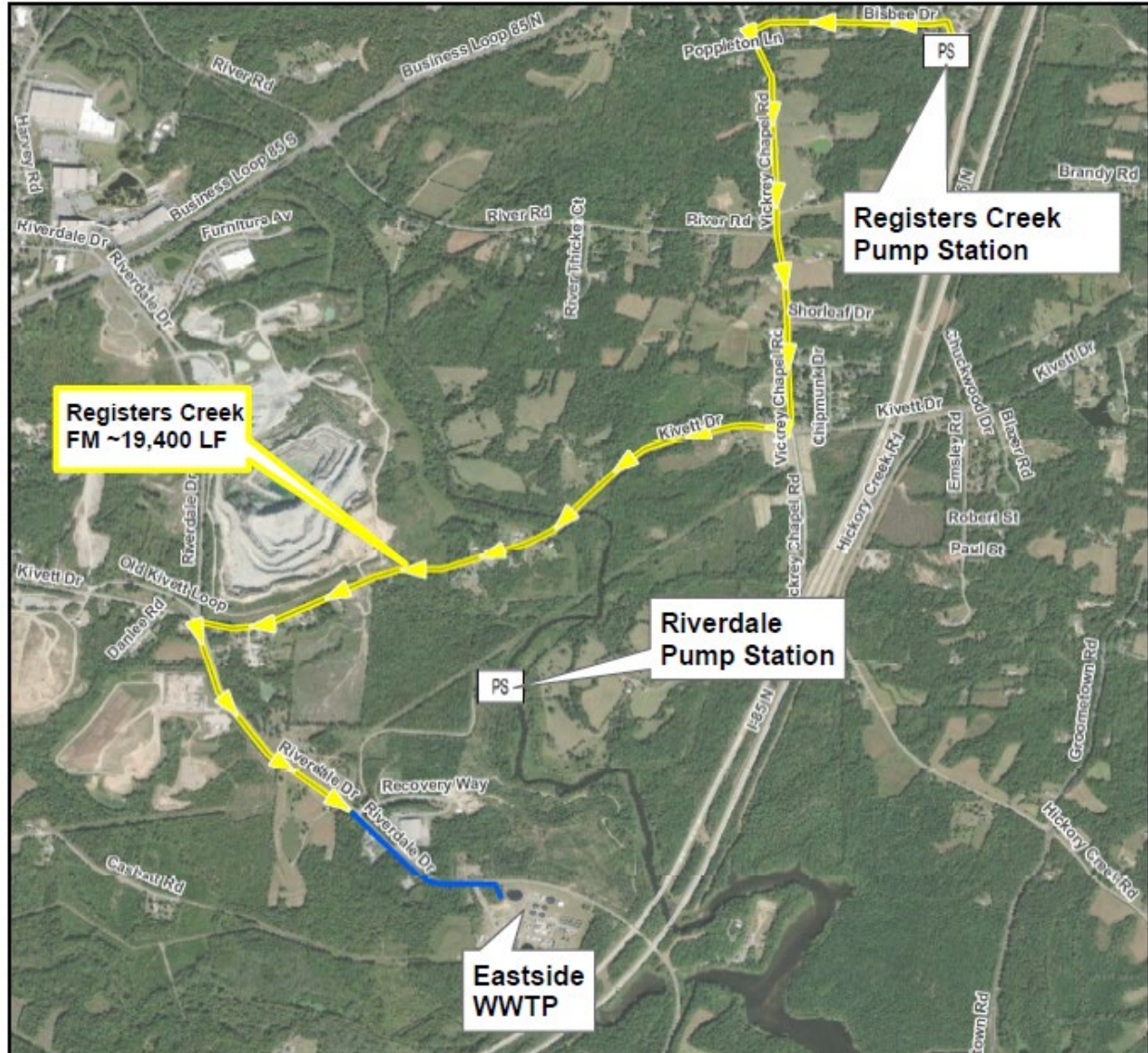
Jay W. Wagner, Mayor

ATTEST:

Sandra Keeney, City Clerk

EXHIBIT A

MAP OF LIFT STATION



**MEMORANDUM OF UNDERSTANDING FOR
COOPERATIVE, COMPREHENSIVE, AND CONTINUING
TRANSPORTATION PLANNING AMONG
THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
THE CITY OF ARCHDALE, CITY OF HIGH POINT, CITY OF LEXINGTON, CITY
OF THOMASVILLE, CITY OF TRINITY, COUNTY OF DAVIDSON, COUNTY
OF FORSYTH, COUNTY OF GUILFORD, COUNTY OF RANDOLPH, TOWN OF
DENTON, TOWN OF JAMESTOWN, TOWN OF WALLBURG AND THE NORTH
CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH
THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

Article I. Purpose of the Agreement

The purpose of this agreement is to provide the organizational structure needed to fulfill the requirements of 23 U.S.C. §134, §135, §217(g) and §315; 42 U.S.C. §7410 et seq; 49 U.S.C. §5303-5306; 49 CFR 1.48(b) and 1.51; G.S. §136-66.2 and G.S. §136-200 through §136-202, inclusive. The provisions of the North Carolina General Statutes are intended to supplement the provisions of Federal Law. If provisions of the General Statutes conflict with the requirements of Federal Law, then the provisions of Federal Law shall control.

Article II. Roles and Responsibilities

The Metropolitan Planning Organization is responsible for carrying out a transportation planning process in accordance with U.S.C. §134, any subsequent amendments to that statute, and any implementing regulations as follows:

- Developing and approving a long-range transportation plan for the Metropolitan Planning Area,
- Amending the Metropolitan Transportation Plan to reflect changing conditions,
- Making a determination that the long-range transportation plan conforms to the intent of the North Carolina State Air Quality Implementation in parts of its Metropolitan Planning Area that are classified as nonattainment or maintenance for transportation related National Ambient Air Quality Standard,
- Developing and approving a transportation improvement program,
- Amending the transportation improvement program to maintain consistency with the North Carolina State Transportation Improvement Program,
- Making determination that the metropolitan transportation improvement program conforms to the intent of the North Carolina State Air Quality Implementation in parts of its Metropolitan Planning Area that are classified as nonattainment or maintenance for transportation related National Ambient Air Quality Standard,

- Reviewing, approving, and endorsing a Prospectus for transportation planning that defines work tasks and responsibilities of the agencies participating in the transportation planning process,
- Developing and maintaining an annual budget (the Unified Planning Work Program) intended to produce a transportation plan and transportation improvement program,
- Review, approve, and endorse changes to the Federal Highway Administration Functional Classification System, the Metropolitan Area Boundary, and the Adjusted Urbanized Area Boundary if adopted,
- Approving and distributing any federal funds designated for the High Point Metropolitan Planning Organization under current, and future, transportation authorization(s),
- Adopting the bylaws and procedures necessary for the day-to-day operation of the Metropolitan Planning Organization, and
- Other transportation related activities necessary to meet the obligations stated above.

G.S. §136-66.2 makes metropolitan planning organizations in North Carolina responsible for:

- Developing a transportation plan in accordance with 23 U.S.C §134, and
- Representing the interests of member governments to the North Carolina Department of Transportation.

Section 2.01 Definitions

This section defines words and terms that have special meanings in the context of this Memorandum that may be different from their definition in common use.

An *ex officio* member is a person whose membership is a result of the position they hold. Unless otherwise stated, in this Memorandum, *ex officio* members have all the rights and responsibilities of other members.

Section 2.02 Additional Rights and Responsibilities of Member Governments

Member governments shall coordinate zoning and subdivision approval in accordance with the adopted Metropolitan Transportation Plan. It is further agreed that these agencies will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

The Lead Planning agency serves as the recipient of federal planning funds under 23 U.S.C Section 104(f). The High Point Department of Transportation will serve as the Lead Planning Agency for transportation planning in the Planning area.

Section 2.03 Metropolitan Planning Area

The High Point Urban Metropolitan Planning Area consists of the High Point Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. In addition, this area also includes all of Davidson County not included in the Winston-Salem Urbanized Area.

This area is hereinafter referred to as the Planning Area.

Section 2.04 The Board of Directors (The Transportation Advisory Committee)

The Board of Directors, hereafter called the Transportation Advisory Committee (or TAC) is the policy board of the MPO. In 23 U.S.C. § 306(b), the TAC is the Metropolitan Planning Organization.

(a) Membership

The voting Membership of the Board of Directors will consist of one representative of each unit of local government that is a signatory to this agreement and the three Members of the Board of Transportation representing the NCDOT Operating Divisions included in the Planning Boundary. Each agency may also, at its sole discretion; appoint an alternate member to serve in the member's absence. Voting members, and alternates, must be elected or appointed officials.

The Federal Highway Division Administrator for North Carolina, or his designee, shall be an *ex officio* non-voting member of the Board of Directors. The executive director of the MPO shall also be an *ex officio* non-voting member of the TAC.

The TAC membership also includes one person representing public transportation.

This person to be determined by the other members.

The Board of Directors may add other, advisory non-voting, members at its discretion as defined in the Bylaws. Each voting member of the TAC shall have one vote as listed in the table below:

Jurisdiction	Votes
City of Archdale	1
City of High Point	1
City of Lexington	1
City of Thomasville	1
City of Trinity	1
Davidson County	1
Forsyth County	1

Guilford County	1
Randolph County	1
Town of Denton	1
Town of Jamestown	1
Town of Wallburg	1
NCDOT Division 7	1
NCDOT Division 8	1
NCDOT Division 9	1
Public Transportation	1
Total	16

(b) Duties

The TAC, in cooperation with the North Carolina Board of Transportation, shall carry out the urban transportation planning process specified in the U.S. Department of Transportation Regulations, or Program Manuals and shall develop the work programs, transportation plans, and transportation improvement programs and other documents specified in such regulations or manuals.

The TAC shall be the forum for *continuing, cooperative, and comprehensive* transportation decision-making by elected officials of general-purpose local government and shall function in conformance with the North Carolina Unified Public Engagement Process (UPEP) and its successor documents. The TAC's responsibilities include (1) ensuring that the Transportation Planning Process and the plans and improvement projects that emerge from that process are consistent with the policies and desires of local government, and (2) serving as a forum for resolving conflicts that arise during the development of the Transportation Plan, the Transportation Improvement Program and Transportation Projects.

The TAC shall review and approve a metropolitan transportation plan as required by federal law and general statute.

The TAC shall review and approve a metropolitan transportation improvement program as required by federal law and general statute.

The TAC shall review and approve the Unified Planning Work Program and Metropolitan Transportation Improvement Program and ensure they comply with the Transportation Plan.

The TAC shall review, approve, and endorse amendments to the Planning Work Program, the Metropolitan Transportation Plan, and the Metropolitan Transportation Improvement Program.

The TAC shall review, approve, and endorse changes to the Federal-Functional Classification System, Urban Area Boundary and Planning Area Boundary.

The TAC shall review, approve, and endorse a Prospectus for transportation planning defining the work tasks and responsibilities for the agencies participating in the transportation planning process.

The TAC shall review and approve related air quality planning in conformance with federal regulations.

The TAC shall provide policy direction to the technical coordinating committee and the executive director of the MPO as they develop products for the MPO.

TAC members shall have the responsibility for keeping boards of general-purpose local government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of these boards; and ensuring meaningful citizen participation in the transportation planning process.

Section 2.05 The Technical Coordinating Committee

Transportation Planning is a specialized field. To give the TAC access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee, hereinafter referred to as the TCC, shall be established with the responsibility of advising the TAC Board of Directors on the technical aspects of the transportation planning process, performing any technical analysis necessary to support transportation planning, and for making recommendations to the TAC and local and State governmental agencies regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Metropolitan Transportation Plan, planning citizen participation, and documentation reports on the transportation study. In addition, the TCC may prepare MPO comments on other elements of the transportation project development process (*e.g.*, Feasibility Studies, NEPA documents, and the NEPA Merger Process).

(a) Membership

Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the planning area.

Initially, the membership shall include the following or their official designee:

Jurisdiction	Votes
City of Archdale (appointed by the City Manager)	1

Jurisdiction	Votes
City of High Point	
Director of Transportation	1
Director of Planning	1
MPO Administrator	1
Manager of High Point Transit System	1
City of Lexington (Appointed by the City Manager)	1
City of Thomasville	
(Appointed by the City Manager)	1
(Appointed by the City Manager)	1
City of Trinity (appointed by the City Manager)	1
Davidson County-Director of Planning	1
Forsyth County-Director of Planning	1
Guilford County-Director of Planning	1
Randolph County-Director of Planning	1
Town of Denton	1
Town of Jamestown (appointed by the City Manager)	1
Town of Wallburg	1
NCDOT Division 7-Division Engineer	1
NCDOT Division 8-Division Engineer	1
NCDOT Division 9-Division Engineer	1
NCDOT Manager - Transportation Planning Branch	1
NCDOT Director of Public Transportation	1
USDOT – FHWA North Carolina Division Administrator (<i>ex officio</i> – nonvoting)	0
USDOT – Federal Transit Administration, Region IV Director of Planning Assistance (<i>ex officio</i>-nonvoting)	0
Piedmont Authority for Regional Transportation – Executive Director	1
Total	23

Other local agencies, upon filing a request, will be informed of all meetings of the TCC and may attend meetings. The TCC may add members in accordance with its adopted Bylaws.

(b) Duties

The TCC is responsible for general review, guidance, and coordination of the transportation planning process for the planning area and making recommendations to the respective local and State governmental agencies and the TAC regarding any necessary actions relating to the

continuing transportation planning process. The TCC shall be responsible for developing, reviewing, and recommendation for approval of the Prospectus for Transportation Planning, the Metropolitan Transportation Improvement Program, Federal-Aid Urban System and Boundary, the Metropolitan Transportation Plan, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 2.06 Executive Director

Administrative coordination for the TAC and the TCC will be performed by an Executive Director. The Executive Director shall be the Transportation Planning Administrator for the City of High Point and shall report to the High Point Director of Transportation.

The Executive Director:

- Is *ex officio* the Secretary of the Board of Directors (the TAC),
 - Arranges meetings and agendas,
 - Maintains minutes and records,
- Is *ex officio* the Secretary of the TCC,
 - Arranges meetings and agendas,
 - Maintains minutes and records,
- Prepares the Prospectus,
- Prepares the Unified Planning Work Program
- Prepares a Metropolitan Transportation Improvement Program in accordance with Federal and State regulations and requirements,
- Develops a Metropolitan Transportation Plan in accordance with Federal and State regulations,
- Maintains the Transportation Plan,
- Executes the Transportation Planning process in accordance with Federal and State laws and regulations,
- Prepares invoices and progress reports in accordance with federal, state, and local requirements,
- Structures the public involvement process needed to ensure that the UPWP, transportation plan, transportation improvement program, and any transportation conformity determinations meet federal requirements,
- Consults with the Board of Directors and the TCC regarding the best approaches to performing the duties listed above, and
- Serves as the MPO's ethics liaison for compliance with N.S.G.C Ch. 138A.

Article III. Payment Schedule

All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC. Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the City of High Point who will execute appropriate agreements with funding agencies as provided by the Unified Planning Work Program.

The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory general purpose local governments will contribute to the local match requirement based on their percentage of the population within the planning area at the most recent decennial census. Member governments may also be asked to contribute additional local funding for projects wholly within their municipal limits.

Article IV. Duration of the Agreement

This agreement remains in effect until the High Point MPO is redesignated under 23 U.S.C. §134(d) (5), or the agreement is voided by mutual consent.

The document may be amended or voided by two thirds vote of the TAC.

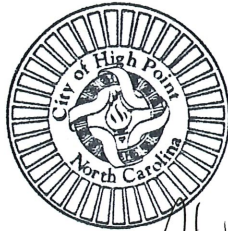
Agencies subscribing to this Memorandum of Understanding may terminate their participation in the Continuing Transportation Planning Process by giving thirty days written notice to other parties prior to the date of termination.

Article V. Signatures

In witness whereof, the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the other parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Archdale by its Mayor, the City of High Point by its Mayor, the City of Lexington by its Mayor, the City of Thomasville by its Mayor, the City of Trinity by its Mayor, the Town of Denton by its Mayor, the Town of Jamestown by its Mayor, the Town of Wallburg by its Mayor Davidson County by its Chairman of the Board of Commissioners, Forsyth County by its Chairman of the Board of Commissioners, Guilford County by its Chairman of the Board of Commissioners, Randolph County by its Chairman of the Board of Commissioners, and the Department of Transportation by the Secretary of Transportation. This _____ day of _____, ____.

(Seal)

CITY OF HIGH POINT



Jocinda Keeney
Clerk

By

J.W.W.
Mayor

Approval
~~Resolution~~ Date September 18, 2023

(Seal)

CITY OF THOMASVILLE

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

CITY OF ARCHDALE

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

CITY OF LEXINGTON

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

CITY OF TRINITY

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

TOWN OF JAMESTOWN

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

DAVIDSON COUNTY

_____ By _____
Clerk Chairman

Resolution Date _____

(Seal)

FORSYTH COUNTY

_____ By _____
Clerk Chairman

Resolution Date _____

(Seal)

GUILFORD COUNTY

_____ By _____

Clerk

Chairman

Resolution Date _____

(Seal)

RANDOLPH COUNTY

_____ By _____
Clerk Chairman

Resolution Date _____

(Seal)

TOWN OF DENTON

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

TOWN OF WALLBURG

_____ By _____
Clerk Mayor

Resolution Date _____

NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

(Seal)

By _____

Secretary of Transportation

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE LEASE OF PROPERTY**

WHEREAS, the City of High Point ("City") is under contract to purchase the property located at 405 North Main Street, 407-415 North Main Street, and 149 Church Avenue, High Point, North Carolina, ("Property"), and the purchase closing transaction has been scheduled for September 22, 2023; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City to enter into lease agreements for City owned property that will not be needed by the City for the term of the lease, pursuant to a resolution of the council authorizing the execution of the lease adopted at a regular council meeting upon 30 days' public notice; and

WHEREAS, upon the closing on September 22, 2023, the Trustees of First Baptist Church desire to lease the Property from the City for two (2) years and have agreed to lease payments of \$5,000.00 per month for the lease term; and

WHEREAS, the City finds that the Property will not be needed by the City for the term of the lease agreement; and

WHEREAS, the City Council convened in a regular meeting on the date so noted below.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the lease agreement for the Property located at 405 North Main Street, 407-415 North Main Street, and 149 Church Avenue, High Point, North Carolina, for a lease term of two (2) years, for lease payments of \$5,000.00 per month, and hereby authorizes the City Manager or designee to execute any instruments as necessary.

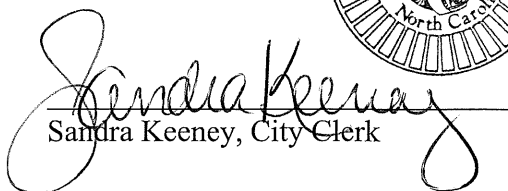
Adopted, this the 18th day of September, 2023.

City of High Point

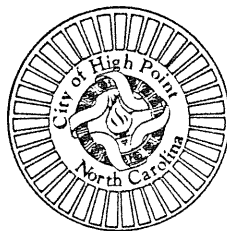


Jay W. Wagner
Mayor

Attested to:



Sandra Keeney, City Clerk



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Police Headquarters Shelving & Storage Solutions- ODP Business Solutions/ Workspace Interiors	
FROM: J. Travis Stroud, Chief of Police	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Service Proposal & Design Packet Department Recommendation Form MLARS Approval	

PURPOSE:

To request approval to award a contract with ODP Business Solutions/ Workspace Interiors for Police Headquarters Shelving and Storage Solutions. The Police Department's Equitable Sharing Funds have been approved by Chief Stroud for this project.

BACKGROUND:

The City of High Point's new Police Department requires Shelving and Storage Solutions for Police Headquarters. While the footprint for storage is available, we wish to maximize utilization with the proposed shelving and storage solutions. This is a one-time expense that will outfit the entire facility. The total cost includes design, freight, labor, and installation pricing. Prioritized areas include the Uniform Storage/Dressing Area, Records (high-density storage), and the Assembly Room and Patrol storage areas.

Improvement of law enforcement facilities is an allowable expense under the Equitable Sharing Guidelines. This project has sought and granted approval from the Money Laundering and Asset Recovery Section (MLARS).

BUDGET IMPACT:

Funds have been identified within the Police Department's Equitable Sharing Fund (Department of Justice). The acquisition will occur under the OMNIA US COMMUNITIES purchasing contract.

RECOMMENDATION/ACTION REQUESTED:

The Police Department recommends that the Council authorize the appropriate City Official(s) to execute a contract award with ODP Business Solutions/ Workspace Interiors for Shelving and Storage Solutions for \$227,892 using Equitable Sharing Funds.





DEPARTMENT RECOMMENDATION
Informal Bid(s)

DEPARTMENT:

COUNCIL DATE:

BID #:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

PURCHASING MANAGER:

DATE:

FINANCIAL SERVICES DIRECTOR:

DATE:

(\$30,000 - \$89,999)

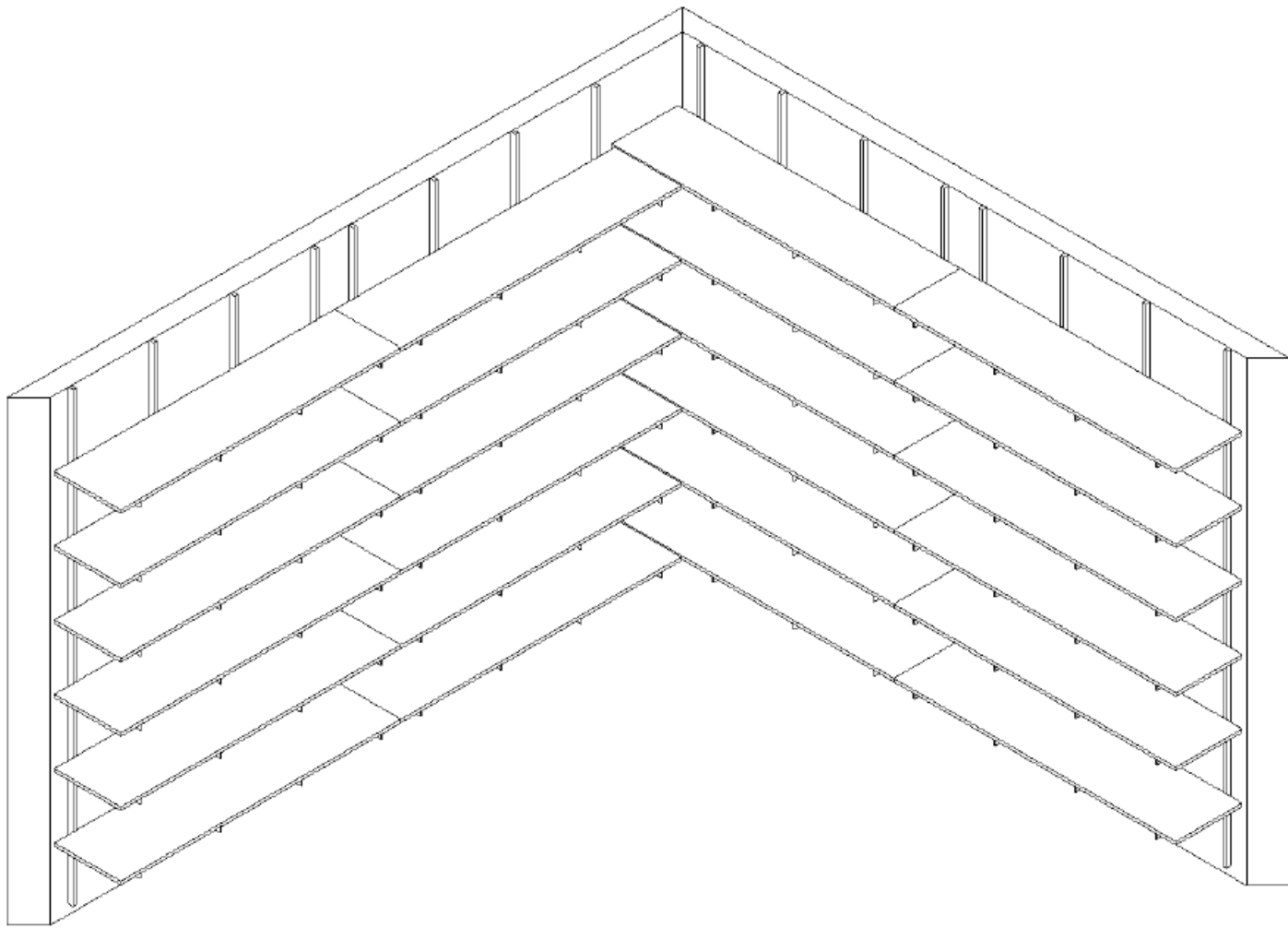
CITY MANAGER:

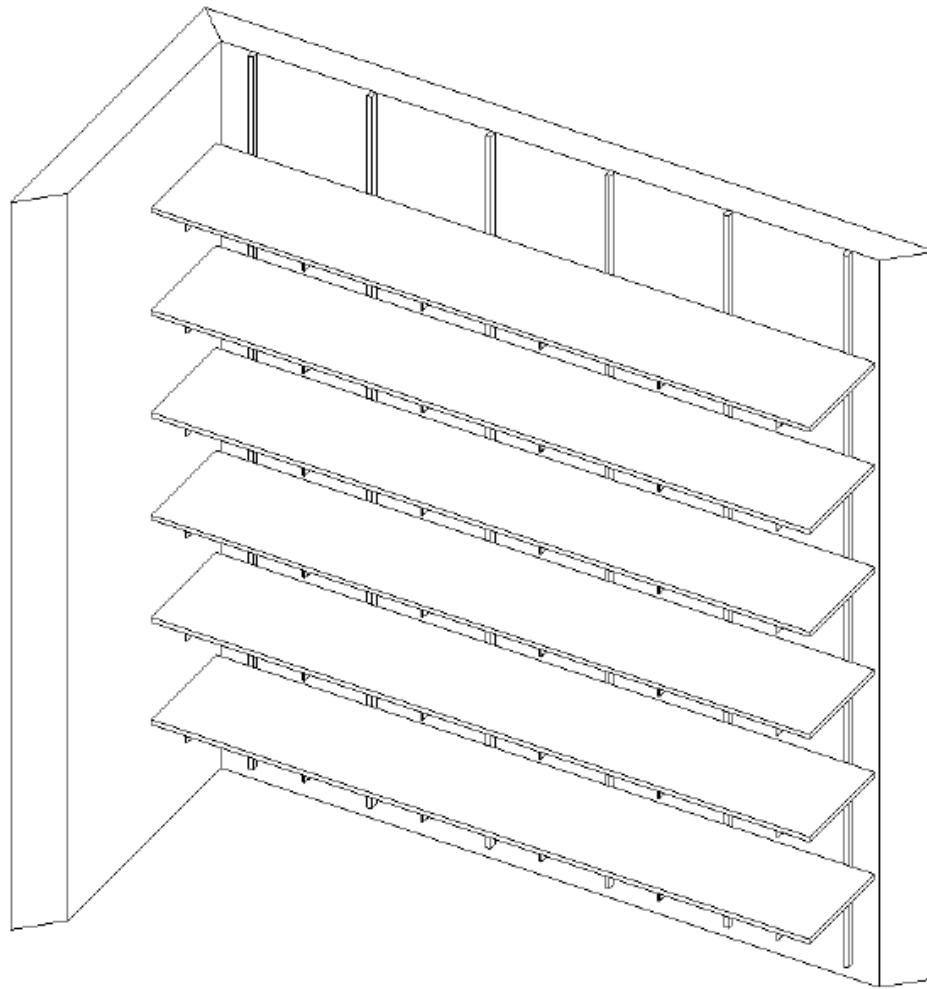
DATE:

(\$90,000+)





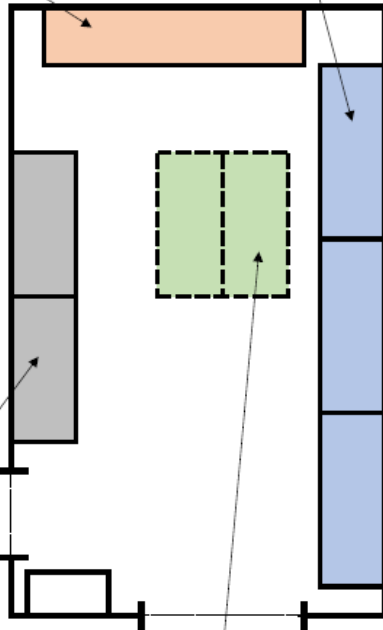




(1) 96"W x 24"D x 72"H Bulk Storage Rack with 3 levels and solid decking

(3) 96"W x 24"D x 72"H Bulk Storage Rack with 3 levels and solid decking

11'-6"W Room



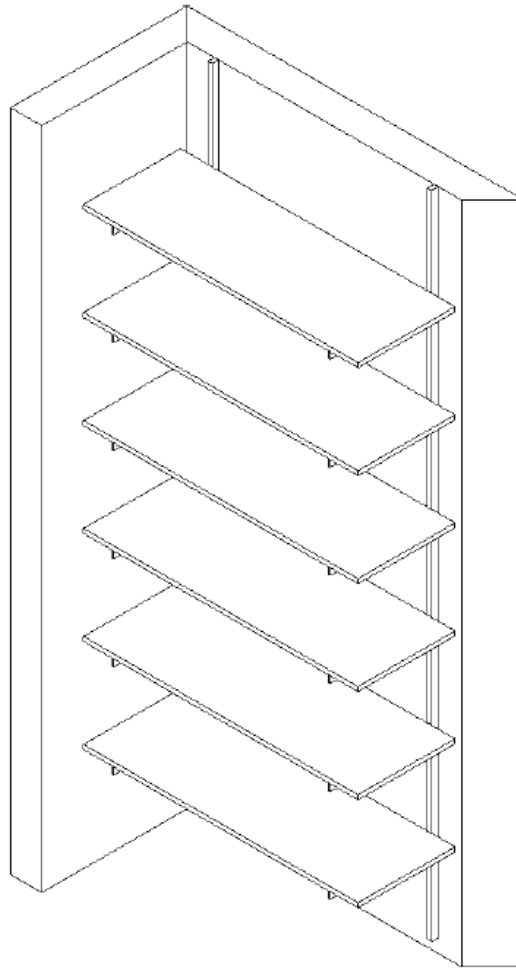
(2) 1145 60"W x 24"D x 82"H All-Welded cabinets
with diamond perforated doors

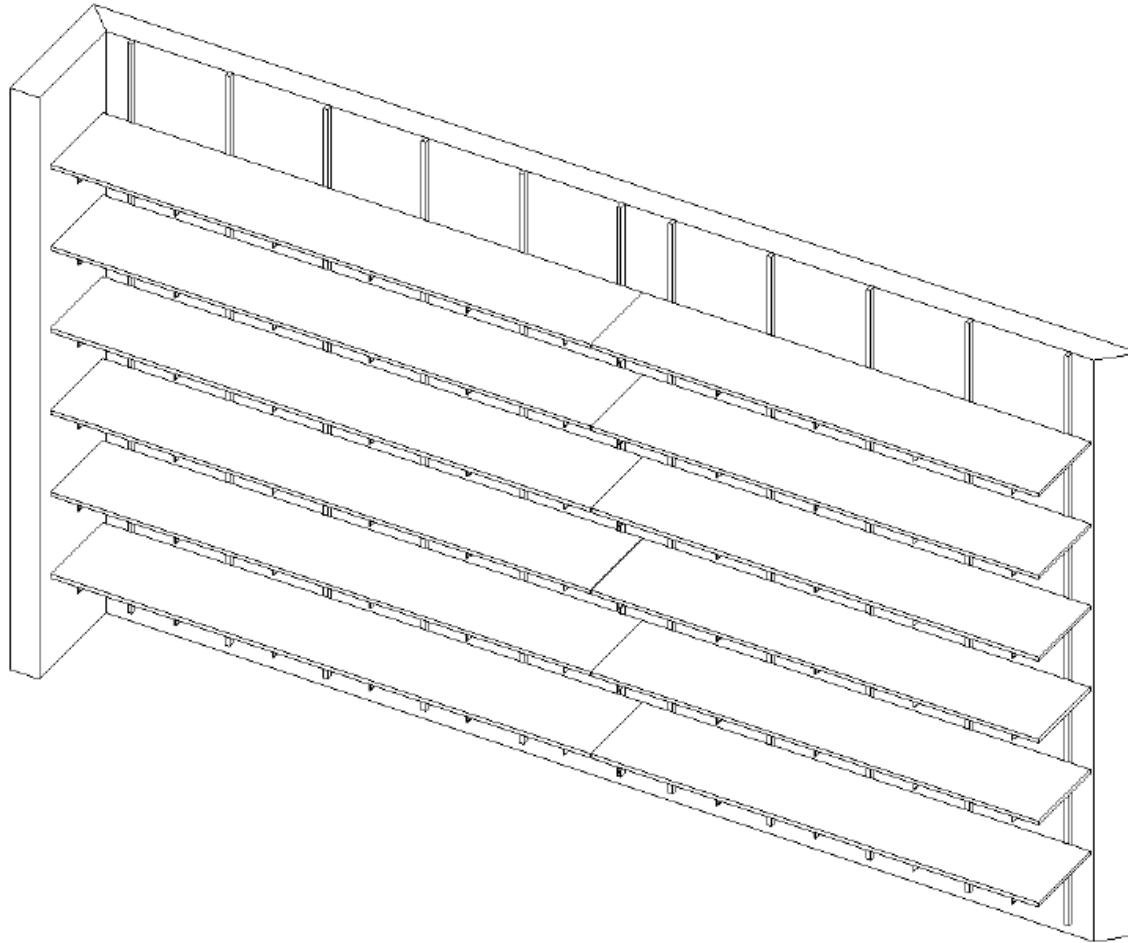
(2) 1170 60"W x 24"D x 67"H All-Welded cabinets
on Casters with diamond perforated doors & sides

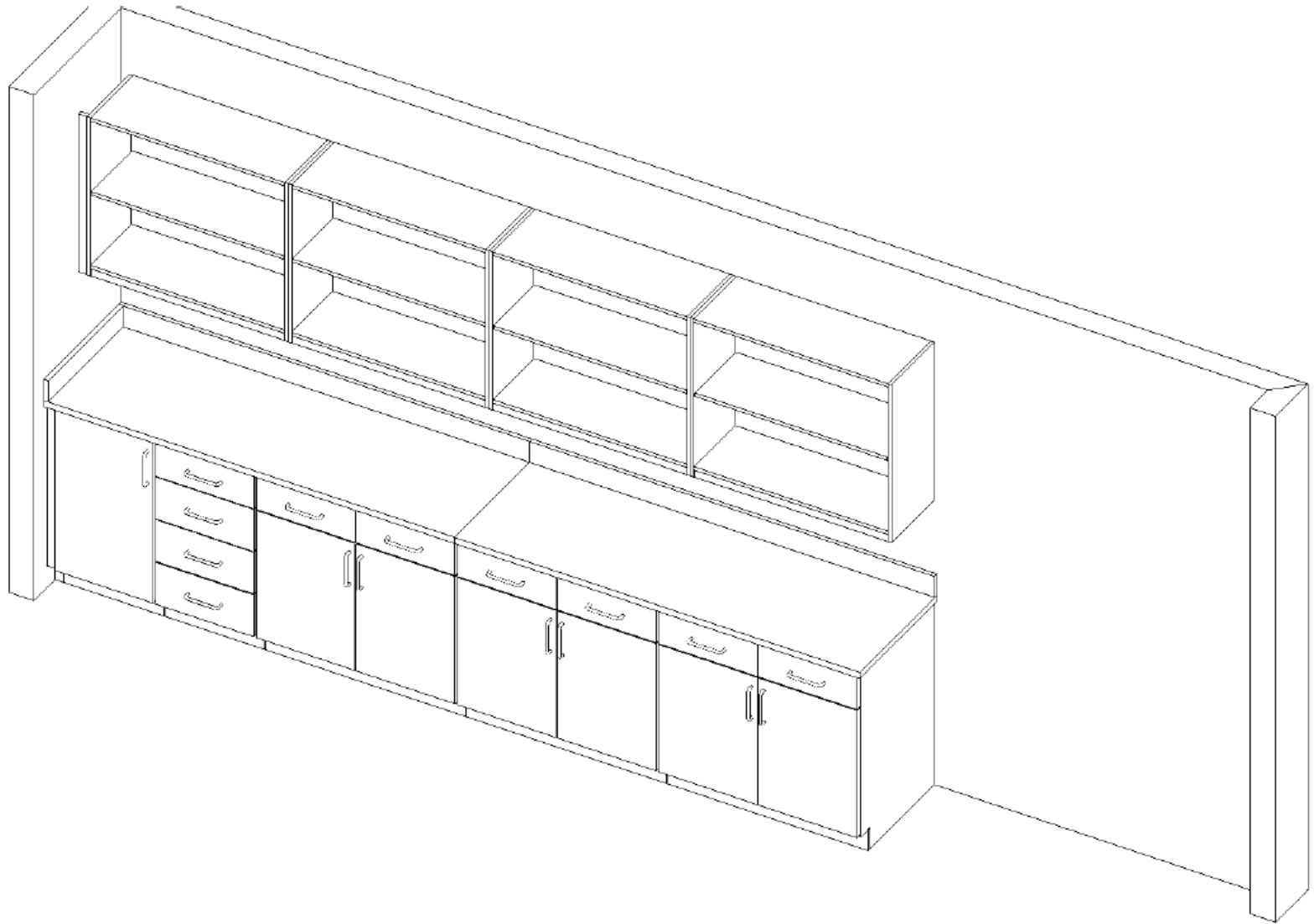


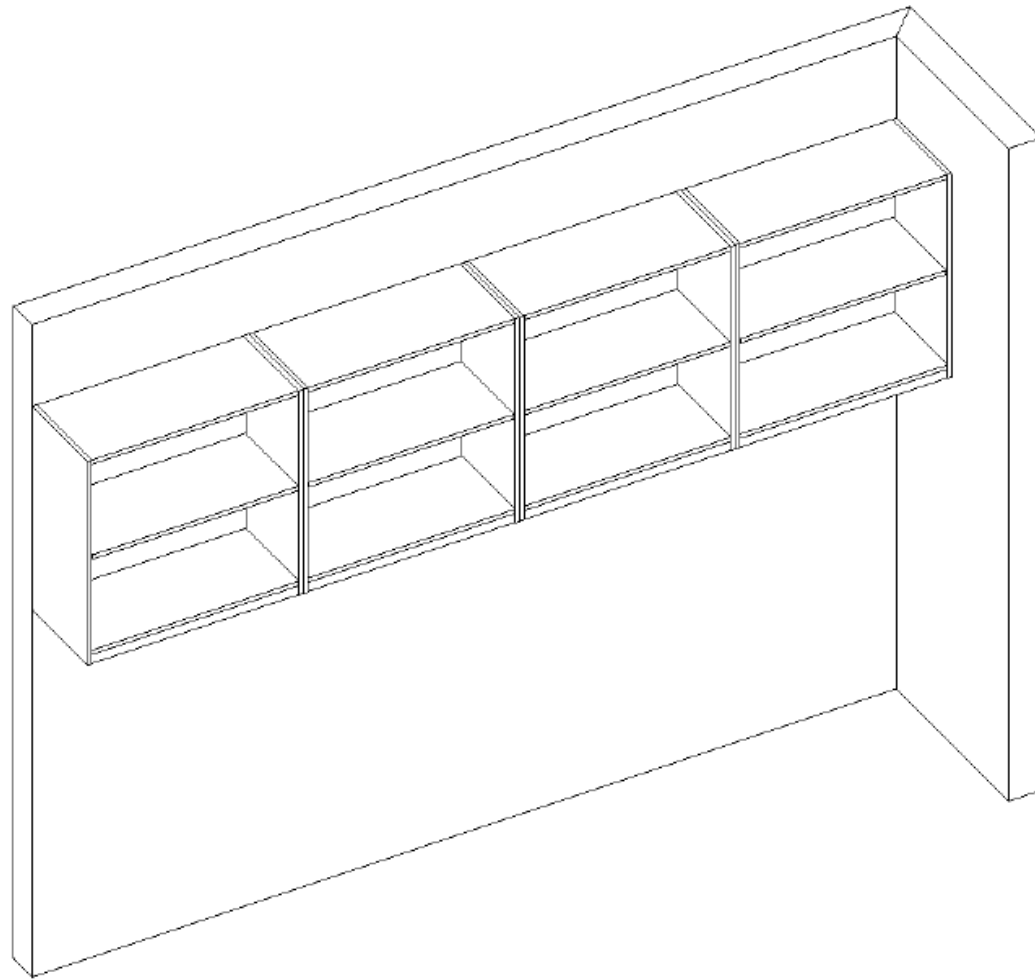
CART WILL HAVE DIAMOND
PERFORATED SIDES AND DOORS

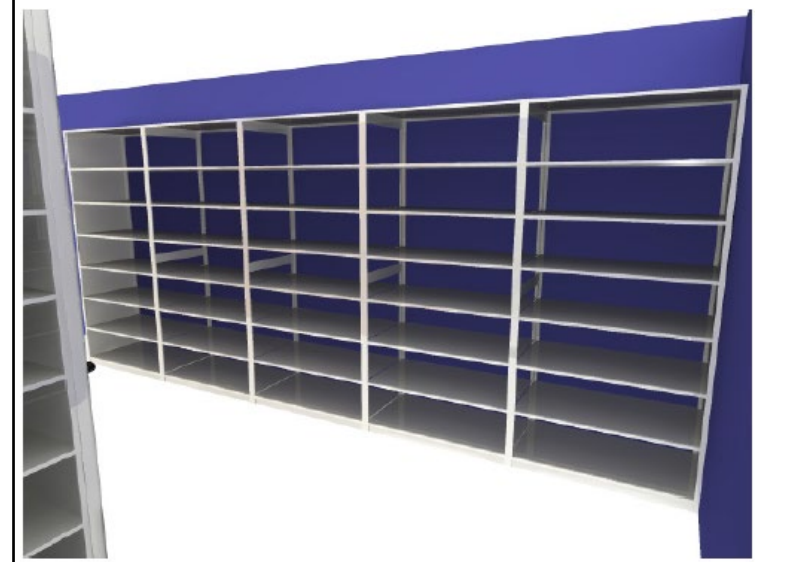
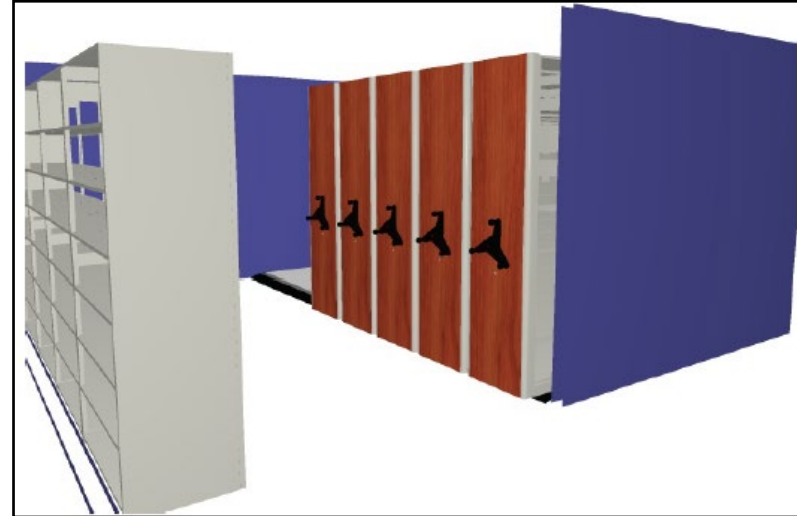
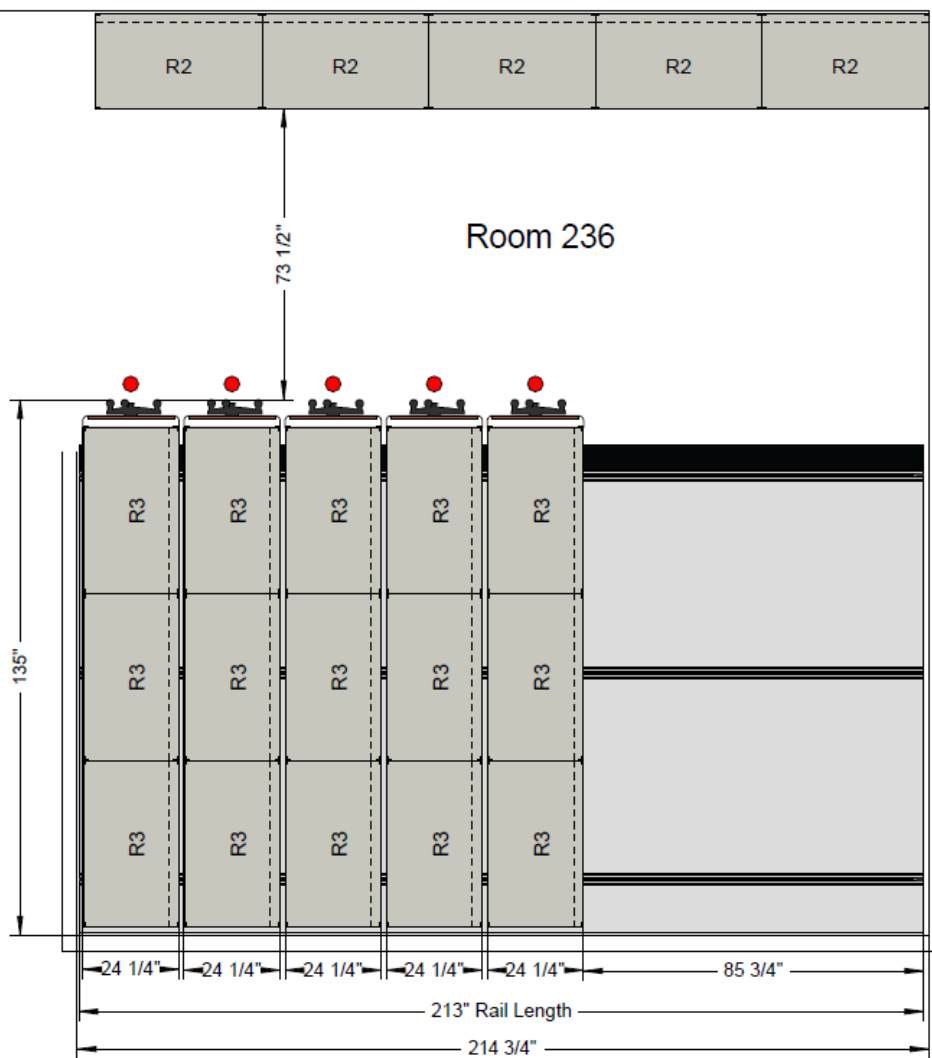


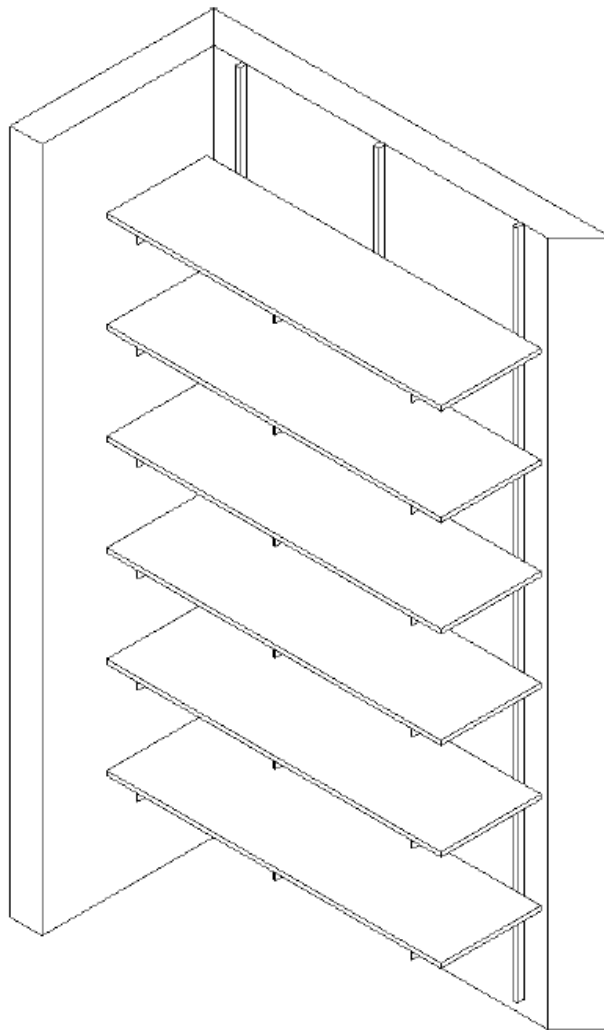




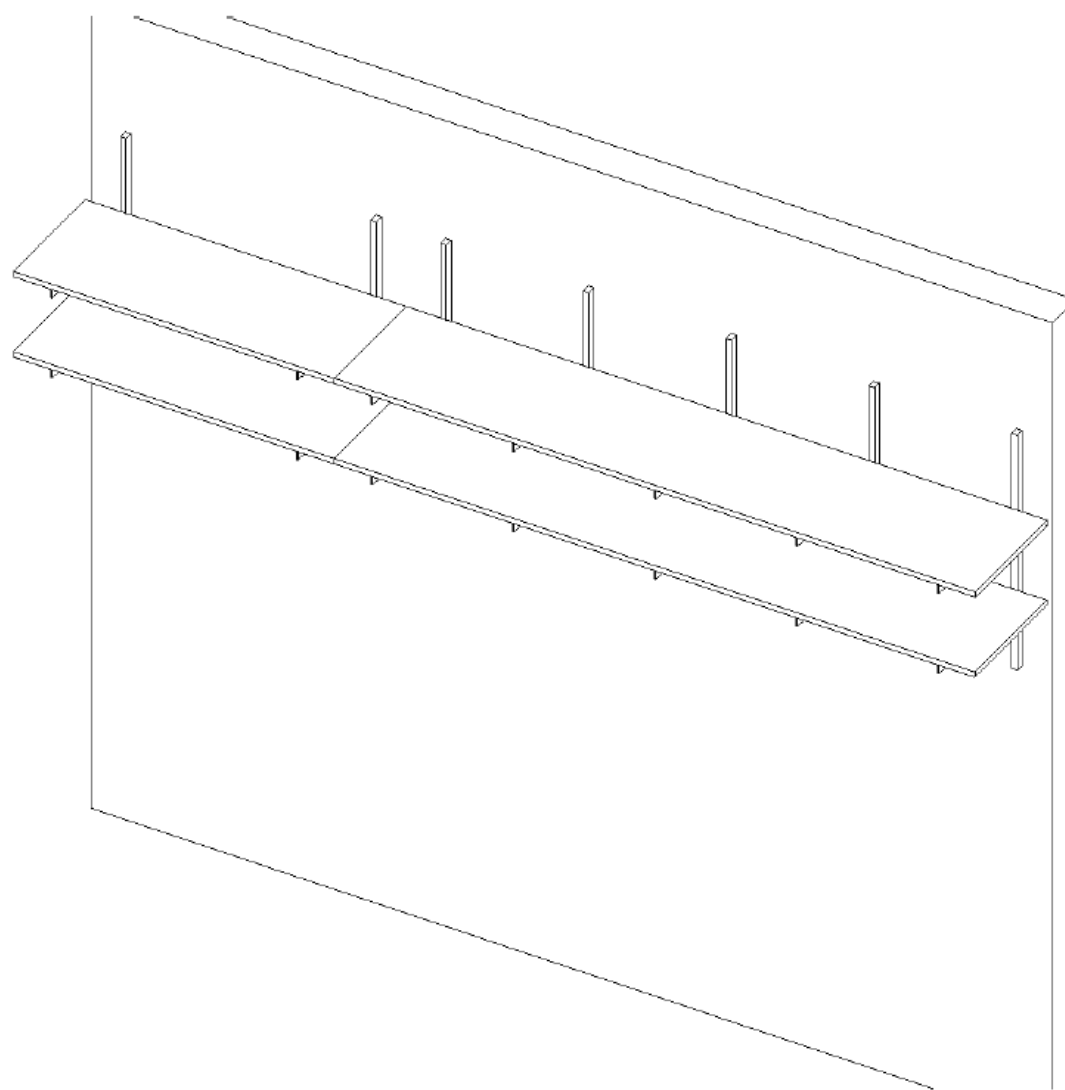


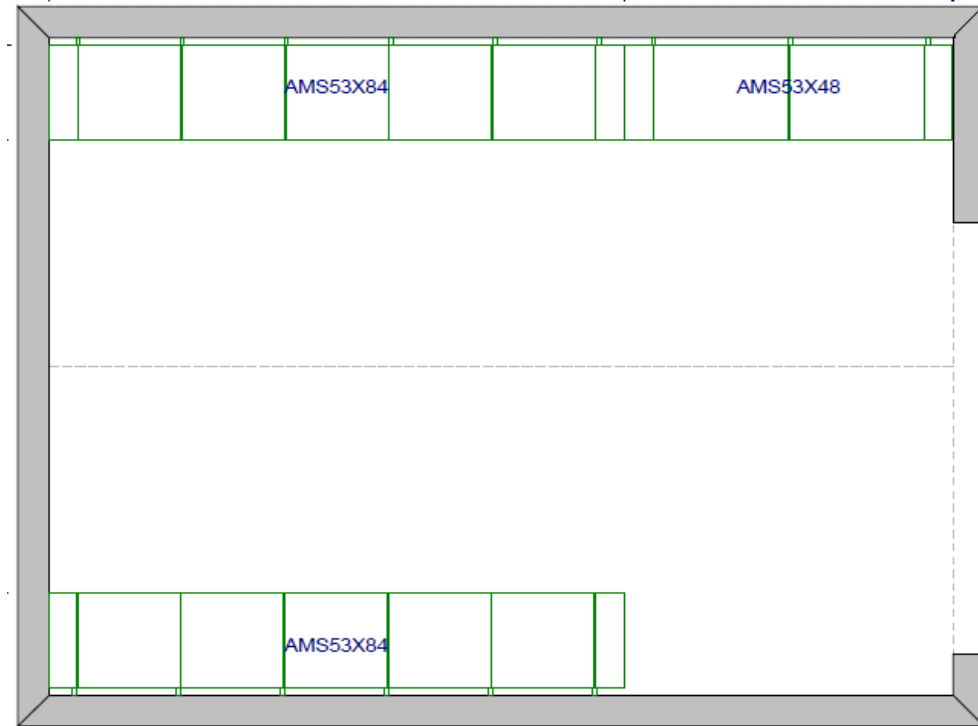
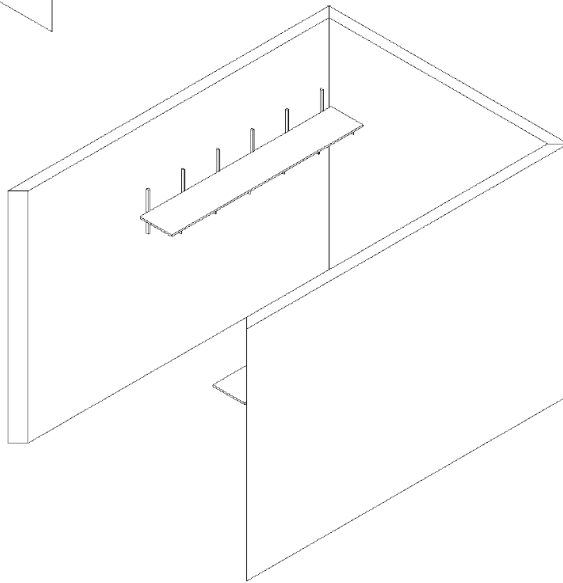
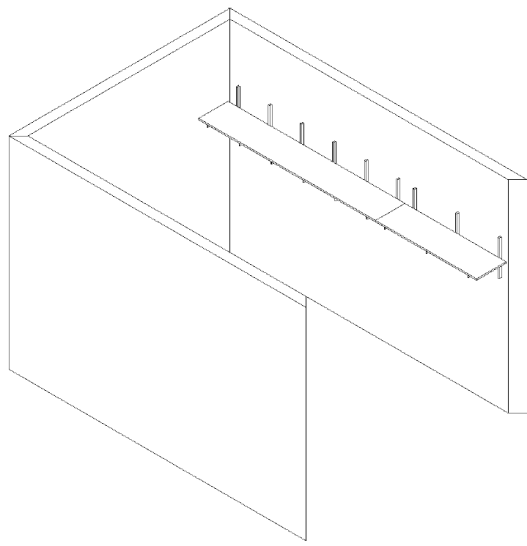




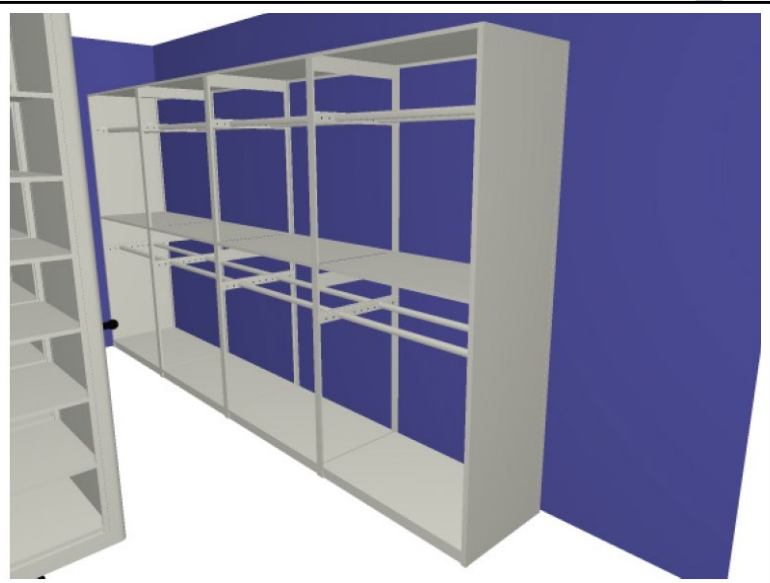
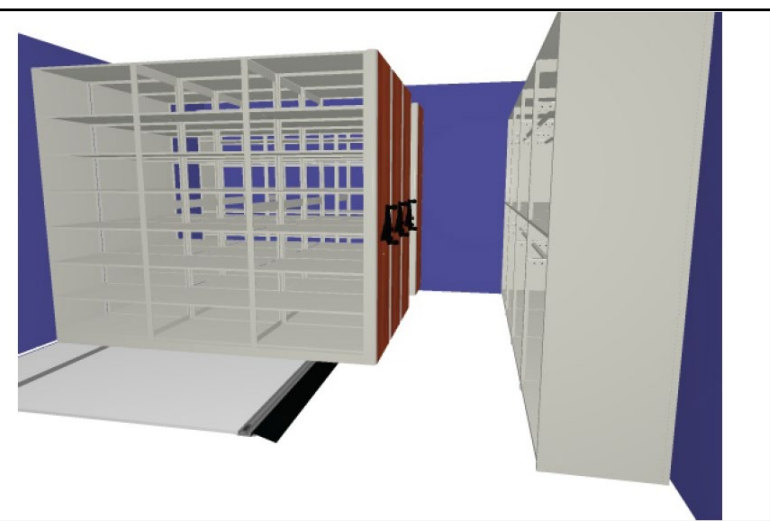
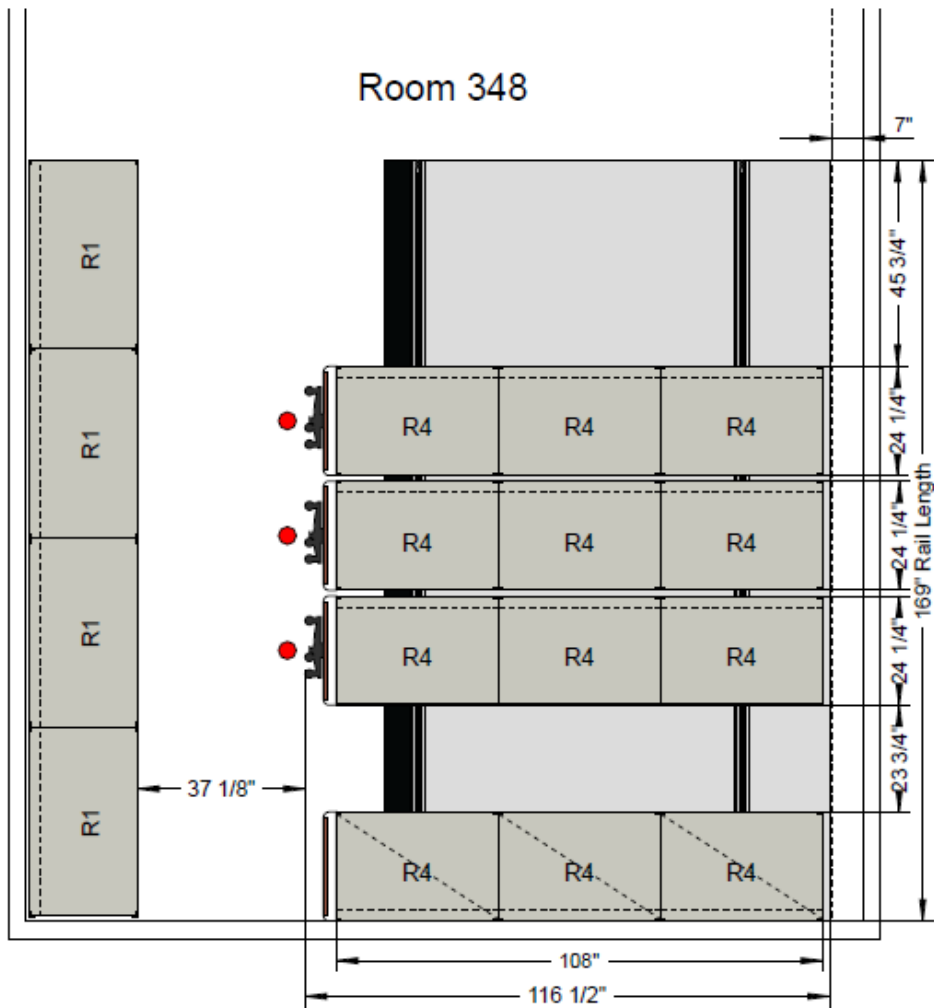


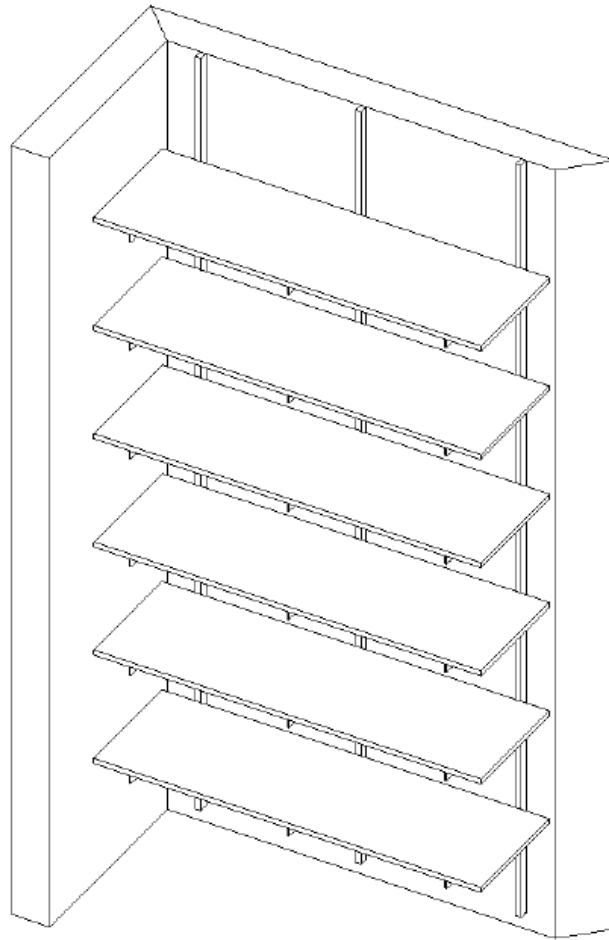






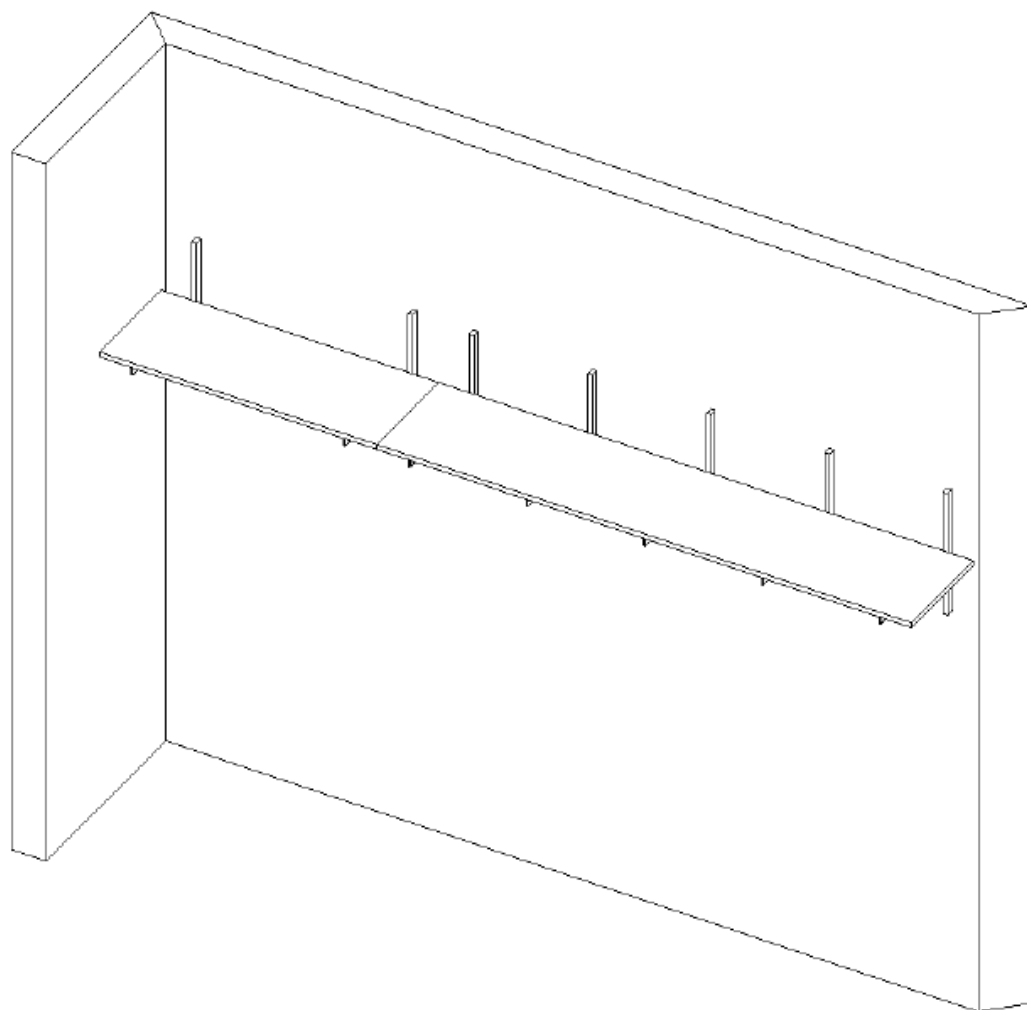
Room 348





Room 404







ODP BUSINESS SOLUTIONS, LLC

Unique Entity ID DL92XLEBJHE1	CAGE / NCAGE 05BZ7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 26, 2024	
Physical Address 6600 N Military TRL Boca Raton, Florida 33496-2434 United States	Mailing Address 6600 N Military TRL Boca Raton, Florida 33496-2434 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 22	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Feb 2, 2023	Submission Date Jan 26, 2023	Initial Registration Date Nov 15, 2001
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Entity Dates

Entity Start Date Apr 15, 1986	Fiscal Year End Close Date Dec 24
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 05BZ7
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Points of Contact**Electronic Business**

 Bill Murray, Federal Program Manager	6304 Woodside Court Columbia, Maryland 21046 United States
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Government Business

 Bill Murray, Federal Program Manager	6304 Woodside Court Columbia, Maryland 21046 United States
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Danielle R Dubin, GSA Program Manager	6600 North Military Trail Boca Raton, Florida 33496 United States
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	459410	Office Supplies And Stationery Retailers
	322230	Stationery Product Manufacturing
	323111	Commercial Printing (Except Screen And Books)
	323113	Commercial Screen Printing
	325992	Photographic Film, Paper, Plate, Chemical, And Copy Toner Manufacturing
	333310	Commercial And Service Industry Machinery Manufacturing
	334111	Electronic Computer Manufacturing
	334112	Computer Storage Device Manufacturing
	334210	Telephone Apparatus Manufacturing
	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing
	334290	Other Communications Equipment Manufacturing
	337211	Wood Office Furniture Manufacturing
	337214	Office Furniture (Except Wood) Manufacturing
	337215	Showcase, Partition, Shelving, And Locker Manufacturing
	339940	Office Supplies (Except Paper) Manufacturing
	423840	Industrial Supplies Merchant Wholesalers
	449110	Furniture Retailers
	513210	Software Publishers
	532420	Office Machinery And Equipment Rental And Leasing
	541519	Other Computer Related Services
	561210	Facilities Support Services

Disaster Response

This entity does not appear in the disaster response registry.

Proposal

Date: 8/16/2023
Reference #: 591684

Kat Orquiola Trepepi
Business Development Manager
312-804-7181

City of High Point
Heather Wilson
336-887-7822
1730 Westchester Dr.
High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
105						
1	1		H105299 10500 Series 36Wx24Dx66-5/8H Stg Cab-Full-width Shelves	Sell:	\$1,224.94	\$1,224.94
			Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates			
			Select Top Laminate Color .C Harvest			
			Select Chassis Laminate Color C Harvest			
			Subtotal Sell:			\$1,224.94
120						
2	1		H105299 10500 Series 36Wx24Dx66-5/8H Stg Cab-Full-width Shelves	Sell:	\$1,224.94	\$1,224.94
			Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates			
			Select Top Laminate Color .C Harvest			
			Select Chassis Laminate Color C Harvest			
3	2		AMS58X60 Storage - Wall mount shelf, 59"w x 94"h	Sell:	\$463.13	\$926.26
4	2		AMS58.60 Storage - Wall mount shelf, 59.5"w x 94"h	Sell:	\$463.13	\$926.26
			Subtotal Sell:			\$3,077.46
122A						
5	1		AMS58X84 Storage - Wall Mount Shelf, 94"h	Sell:	\$685.77	\$685.77
			Subtotal Sell:			\$685.77

Proposal

Date: 8/16/2023
Reference #: 591684

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City of High Point
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High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
154						
6	2		DD1145DP CBT Welded 60"w x 24"d x 82"h	Sell:	\$2,646.90	\$5,293.80
7	1		DD67311SD Bulk Storage Rack Starter, 3 tier, w/solid decking, 72"w x 24"d x 72"h	Sell:	\$828.00	\$828.00
8	2		DD67311D Bulk Storage Rack Add-on, 3 tier, w/solid decking, 72"w x 24"d x 72"h	Sell:	\$731.65	\$1,463.30
9	1		DD67511SD Bulk Storage Rack Starter, 3 tier, w/solid decking, 96"w x 24"d x 72"h	Sell:	\$963.18	\$963.18
10	1		SURCHARGE Lyon Material Surcharge	Sell:	\$1,282.23	\$1,282.23
11	1		FREIGHT Lyon Freight	Sell:	\$827.27	\$827.27
Subtotal Sell:						\$10,657.78
155						
12	1		WB-4-3672S-TBD Tennsco WB-Stel/Slf/S&B St/Rsr 72"w x 36"d	Sell:	\$532.51	\$532.51

Proposal

Date: 8/16/2023
Reference #: 591684

Kat Orquiola Trepepi
Business Development Manager
312-804-7181

City of High Point
Heather Wilson
336-887-7822
1730 Westchester Dr.
High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
				COLOR	TBD	
Subtotal Sell:						\$532.51
204						
13	1		AMS58X48 Storage - Wall mount shelf, 39.6"W X 94"h	Sell:	\$425.34	\$425.34
Subtotal Sell:						\$425.34
218						
14	1		AMS58X72 Storage - Wall mount shelf, 69.6"w x 94"h	Sell:	\$574.45	\$574.45
15	1		AMS58X84 Storage - Wall mount shelf, 84"w x 94"h	Sell:	\$685.77	\$685.77
Subtotal Sell:						\$1,260.22
219						
16	1		AMB02X18 Base - Four Drawers	Sell:	\$741.43	\$741.43
17	1		AMB05KL18 Base - Left-Hinged Dr	Sell:	\$452.14	\$452.14

Proposal

Date: 8/16/2023
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Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
18	3		AMB07X36 Base - 2 drawer, 2 Dr	Sell:	\$847.25	\$2,541.75
19	3		AMW14X36 Wall - Open Cab wAdj. Shelf	Sell:	\$335.32	\$1,005.96
20	1		AMW14X36 Wall - Open Cab w/Adj. Shelf	Sell:	\$335.32	\$335.32
21	1		AMK03B35 Misc. - Filler Strip w/Toekick	Sell:	\$0.00	\$0.00
22	1		AMK036X30 Misc. - Filler Strip	Sell:	\$16.49	\$16.49
23	1		AMZ02X72 HPL - Worksurface, 24"d	Sell:	\$279.48	\$279.48
24	1		AMZ02X78 HPL - Worksurface, 24"d	Sell:	\$292.73	\$292.73



Proposal

Date: 8/16/2023
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City of High Point
Heather Wilson
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High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
25	1		AMZ06X72 HPL - Back Splash	Sell:	\$87.21	\$87.21
26	1		AMZ06X78 HPL - Back Splash	Sell:	\$88.64	\$88.64
27	1		AMZ07X23 HPL - Side Splash	Sell:	\$65.27	\$65.27
28	2		AMH50HRP Hardware - Overhead Hanging Rail	Sell:	\$24.36	\$48.72
29	6		AMH50SAB Hardware - Steel Angle Brkt	Sell:	\$3.13	\$18.78
Subtotal Sell:						\$5,973.92
230						
30	1		AMX14X30 Wall - Open Cab w/Adj. Shelf	Sell:	\$305.78	\$305.78
31	3		AMW14X360 Wall - Open Cab w/Adj. Shelf	Sell:	\$305.78	\$917.34

Proposal

Date: 8/16/2023
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Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
32	2		AMH50HRP Haardware - Overhead Hanging Rail	Sell:	\$24.36	\$48.72
Subtotal Sell:						\$1,271.84
236						
33	20		2442KS Trakslider Top Shelf 42"w x 24"d	Sell:	\$35.78	\$715.60
34	140		2442TM Unslotted Hvy Dty Shelf, 42"w x 24"d, 18GA	Sell:	\$48.74	\$6,823.60
35	12		8824LC Closed L Upright 24"d x 88-1/4"h	Sell:	\$95.62	\$1,147.44
36	14		8824TO Open T Upright 24"d x 88-1/4"h	Sell:	\$83.29	\$1,166.06
37	30		ND42 Single Rivet Shelf Support 42"w	Sell:	\$7.40	\$222.00
38	30		HR24 Hvt Dty Plus Shelf Reinforcement 24"	Sell:	\$4.01	\$120.30



Proposal

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Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
39	290		MS-4211 Hvy Dty Shelf Support 42", 11GA	Sell:	\$7.40	\$2,146.00
40	10		QB4202 Kick Plate 42"w, 2"h	Sell:	\$9.87	\$98.70
41	250		SR24 Shelf Reinforcement, 24"	Sell:	\$3.52	\$880.00
42	4		3155S MT3 Low Profile End Stop	Sell:	\$23.44	\$93.76
43	5		3521A-12 Open drive box, single reduction w/end panel	Sell:	\$222.08	\$1,110.40
44	5		3C3-242-126 Mechanical Carriage 24.25" x 126" 3 Rail	Sell:	\$1,379.35	\$6,896.75
45	5		3CM-2420881M One Piece Melamine End Panel 24.25" x 88" crank/mobile	Sell:	\$234.42	\$1,172.10



Proposal

Date: 8/16/2023
Reference #: 591684

Kat Orquiola Trepepi
Business Development Manager
312-804-7181

City of High Point
Heather Wilson
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High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
46	1		A3V3-213-126 Adj. 3 rails, Vinyl, 213"w x 126"d	Sell:	\$5,469.36	\$5,469.36
47	10		CS3-242 MT3 Carriage Shevling support, 24.25"w	Sell:	\$29.61	\$296.10
48	5		3300TR 3 spoke handle w/red pop-up aisle indicator	Sell:	\$286.23	\$1,431.15
49	1		5415-213 Standard Ramp 213"	Sell:	\$240.90	\$240.90
50	1		FREIGHT Datum Freight -	Sell:	\$3,896.10	\$3,896.10

Subtotal Sell: \$33,926.32

304

51	1		AMS58X48 Storage - Wall mount shelf 46.7"w x 94"h	Sell:	\$425.34	\$425.34
----	---	--	---	-------	----------	----------

Subtotal Sell: \$425.34

317

Proposal

Date: 8/16/2023
Reference #: 591684

Kat Orquiola Trepepi
Business Development Manager
312-804-7181

City of High Point
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High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
52	1		H105299 10500 Series 36Wx24Dx66-5/8H Stg Cab-Full-width Shelves	Sell:	\$1,224.94	\$1,224.94
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates	
			Select Top Laminate Color	.C	Harvest	
			Select Chassis Laminate Color	C	Harvest	
Subtotal Sell:						\$1,224.94
320						
53	1		AMS54X36 Storage - Wall mount shelf 36"w x 28"h	Sell:	\$130.56	\$130.56
54	1		AMS54X72 Storage - Wall mount shelf 72"w x 28:h	Sell:	\$216.45	\$216.45
Subtotal Sell:						\$347.01
338						
55	1		AMS53X48 Storage - Wall mount shelf 48"w x 16"h	Sell:	\$107.88	\$107.88
56	2		AMS53X84 Storage - Wall mount shelf 84"w x 16"h	Sell:	\$153.92	\$307.84
Subtotal Sell:						\$415.72

348

Proposal

Date: 8/16/2023
Reference #: 591684

Kat Orquiola Trepepi
Business Development Manager
312-804-7181

City of High Point
Heather Wilson
336-887-7822
1730 Westchester Dr.
High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
57	12		2436KS Trakslider Top Shelf 36"w x 24"d	Sell:	\$30.23	\$362.76
58	84		2436TM Unslotted Hvy dty shelf 36"w x 24"d, 18GA	Sell:	\$38.25	\$3,213.00
59	4		2442KS Trakslider top shelf 42"w x 24"d	Sell:	\$35.78	\$143.12
60	8		2442TS Unslotted standard duty shelf, 42"w x 24"d	Sell:	\$35.78	\$286.24
61	10		8824LC Closed L Upright, 42"w x 24"d	Sell:	\$95.62	\$956.20
62	11		8824TO Open T Upright, 24"d x 88-1/4"h	Sell:	\$83.29	\$916.19
63	24		BS36 Single rive shelf support 36"	Sell:	\$4.94	\$118.56

Proposal

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POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
64	16		GB24 24" Garment Rod Mounting bracket (pair)	Sell:	\$60.45	\$967.20
65	16		GT42 42" Garment/Fabric rod (each)	Sell:	\$43.18	\$690.88
66	12		HR24 Heavy duty plus shelf reinforcement 24"	Sell:	\$4.01	\$48.12
67	24		MS-4211 Heavy duty shelf support 42" 11GA	Sell:	\$7.40	\$177.60
68	8		QB4202 Locl plate 42"w, 2"h	Sell:	\$9.87	\$78.96
69	88		SR24 Shelf reinforcement 24"	Sell:	\$3.52	\$309.76
70	168		SS-3614 Standard duty shelf support 36", 14GA	Sell:	\$4.94	\$829.92

Proposal

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POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
71	2		3155S MT3 Low Profile End Stop	Sell:	\$23.44	\$46.88
72	3		3521A-18 Open drive box, single reduction w/end panel	Sell:	\$222.08	\$666.24
73	3		3C2-242-108 Mechanical carriage 24.25" x 108", 2 RAIL	Sell:	\$1,016.01	\$3,048.03
74	3		3CM-242081M One piece melamine end panel 24.5" x 88", crank/mobile	Sell:	\$234.42	\$703.26
75	1		3CS-2420881M One piece melamine end panel 24.25" x 88" crank/stationary	Sell:	\$234.42	\$234.42
76	1		3S2-242-108 Stationary carriage 24.25" x 108", 2 rail	Sell:	\$558.90	\$558.90
77	1		A3V2-169-108 Adjustable 2 rails, vinyl, 169"w x 108"d	Sell:	\$3,396.92	\$3,396.92

Proposal

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POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
78	8		CS3-242 MT3 Carriage shelving support 24.25"w	Sell:	\$29.61	\$236.88
79	3		3300TR 3 spoke handle w/red pop-up aisle indicator	Sell:	\$286.23	\$858.69
80	1		5415-169 Standard Ramp 169"	Sell:	\$191.13	\$191.13
81	1		FREIGHT Datum Freight	Sell:	\$2,597.40	\$2,597.40
Subtotal Sell:						\$21,637.26
404						
82	1		AMS58X48 Storage - Wall mount shelf 45.6"w x 94"h	Sell:	\$425.34	\$425.34
Subtotal Sell:						\$425.34
450						
83	12		B1318074 RapidWire 3-Sided Welded Wire Cage, w/3' hinged door, no ceiling, 8'4" x 8'c" x 8' 5-1/4"h	Sell:	\$2,925.12	\$35,101.44

Proposal

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POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
84	1		FREIGHT Global Industrial Freight	Sell:	\$1,948.05	\$1,948.05

Subtotal Sell: \$37,049.49

DECONTAM

85	1		AMS53X36 Storage - Wall mount shelf, 36"w x 16"h	Sell:	\$87.95	\$87.95
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86	1		AMX53X72 Storage - Wall mount shelf, 69.5"w x 16"h	Sell:	\$133.31	\$133.31
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Subtotal Sell: \$221.26

ZDesign

87	1		DESIGN Datum Storage Design Services - Rm 236 & RM 348	Sell:	\$389.61	\$389.61
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Subtotal Sell: \$389.61

ZFreight

88	1		FREIGHT Tennsco Freight	Sell:	\$420.45	\$420.45
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89	1		FREIGHT AMCASE Freight	Sell:	\$1,298.70	\$1,298.70
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Proposal

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Item	Qty	Preview	Product	Price:	Unit	Extended
				Subtotal Sell:		\$1,719.15
zInstall						
90	1		TRIP CHARGE	Sell:	\$0.00	\$0.00
			Retrun trip/Punch Trip charge if needed - 3 trips			
				Subtotal Sell:		\$0.00
zInstall						
91	1		Install RT	Sell: \$105,000.00		\$105,000.00
			Labor to Receive Deliver and Install per proposal			
				All work during Regular Business Hours		
				No stair carry		
				Area to be free and clear		
				Non-Union Labor		
				Subtotal Sell:		\$105,000.00
				Total Sell:		\$227,891.22



Proposal

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POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
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Proposal Notes

Deposit Required:



Proposal

Date: 8/16/2023
Reference #: 591684

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Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
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Additional Information:

Date: 8/16/2023
Reference #: 591684

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POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE – WORKSPACE INTERIORS)

- ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- ODP Business Solutions requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to ODP Business Solutions.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Customer PO#: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



Proposal

Date: 8/16/2023
Reference #: 591684

Kat Orquiola Trepepi
Business Development Manager
312-804-7181

City of High Point
Heather Wilson
336-887-7822
1730 Westchester Dr.
High Point NC 27262

Deposit
Acct # 30925711/6

POLICE DEPARTMENT

Item	Qty	Preview	Product	Price:	Unit	Extended
Special Instructions:						

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

Your signature below indicates your approval to order the items listed on this proposal.

Purchase Order: _____

Signature: _____

Date: _____

Printed Name: _____

**RESOLUTION APPROVING CITY OF HIGH POINT'S
WATER SHORTAGE RESPONSE PLAN**

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

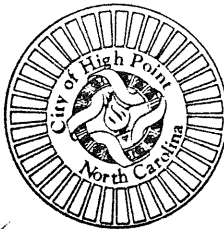
WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the City of High Point, has been developed and submitted to the High Point City Council for approval; and

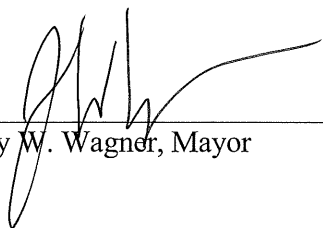
WHEREAS, the High Point City Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of High Point, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of High Point that the Water Shortage Response Plan entitled, *Water Shortage Response Plan, City of High Point, North Carolina* dated March 2023, is hereby approved and shall be submitted to the North Carolina Department of Environmental Quality, Division of Water Resources; and

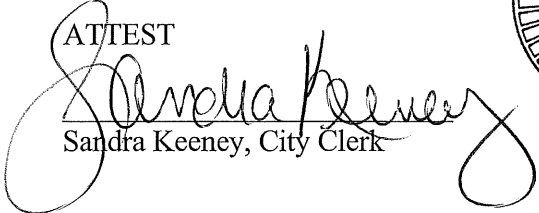
BE IT FURTHER RESOLVED that the High Point City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 18 day of September, 2023.




Jay W. Wagner, Mayor

ATTEST


Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Six Ford Interceptor SUVs	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE:

The fleet services department needs to place an order for six (6) ford interceptor SUVs. The NC Sheriff's Association number 22-08-0913R will be utilized. A local dealer has the units in stock and is willing to match the pricing of the NC Sheriff's Association. The vehicles are 2023 models and have been identified by the city council for approval.

BACKGROUND:

The police department is currently using similar vehicles that need replacing based on mileage and condition. The new ford interceptors are like other vehicles in the city and will meet their needs. The price of \$42,150 is for the vehicle and equipment package. Total cost for six (6) is \$252,900. The estimated delivery is October 2023.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION/ACTION REQUESTED:The fleet services department recommends purchasing the six (6) Ford Interceptor SUVs from Capital Ford in the amount of \$252,900.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

Capital Ford, Inc.

Government Sales Division

From Jennifer Romano Gov't Sales
Phone/Fax Office 919-790-4648 Fax 919-871-6917
E-Mail jromano@capitalford.com

DATE September 6th 2023
City of High Point

FINAL QUOTE

2023 Police SUV AWD Interceptor 3.3L V-6 engine	42,150.00
Painted White / 96 Ebony Black Interior/delivered	included
Power group/Cruise Control/Keyless Entry/Rear Camera/Bluetooth	included
55F Keyless Entry (Includes 4 keys/fobs)	included
68G Rear Door Handles Inoperable	included
67U Ultimate Wiring Kit	included
67V Front/ Rear Wiring Kit	included
153 Front License Plate Bracket	included
65L 18" Wheel Cover	included

Total Price Each	\$ 42,150.00
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Remit to
jromano@capitalford.com
Capital ford of Raleigh
4900 Capital Blvd
Raleigh NC 27616

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Cityworks, Computerized Maintenance Management System (CMMS)	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: 1. Task Order	

PURPOSE: To request approval to enter into a contract with HDR Engineering Inc. of the Carolinas (HDR) to provide services necessary for the implementation of a Computerized Maintenance Management System (CMMS) solution for City business process and operations. This implementation assistance will support the Public Services Department with work order management, maintenance scheduling and better management of critical infrastructure for providing services to our customer base.

BACKGROUND: Public Services has historically used multiple work order management programs to assist with ongoing maintenance and record keeping. One program is no longer supported and non-functional while another is very limited in capabilities. Public Services vetted multiple solutions with the assistance of HDR. A solution has been selected and deemed desirable to provide management tracking and oversight needed for operation and maintenance of critical infrastructure. The City IT Department participated in the selection of this software to provide guidance and assurance of a cohesive product with other City software.

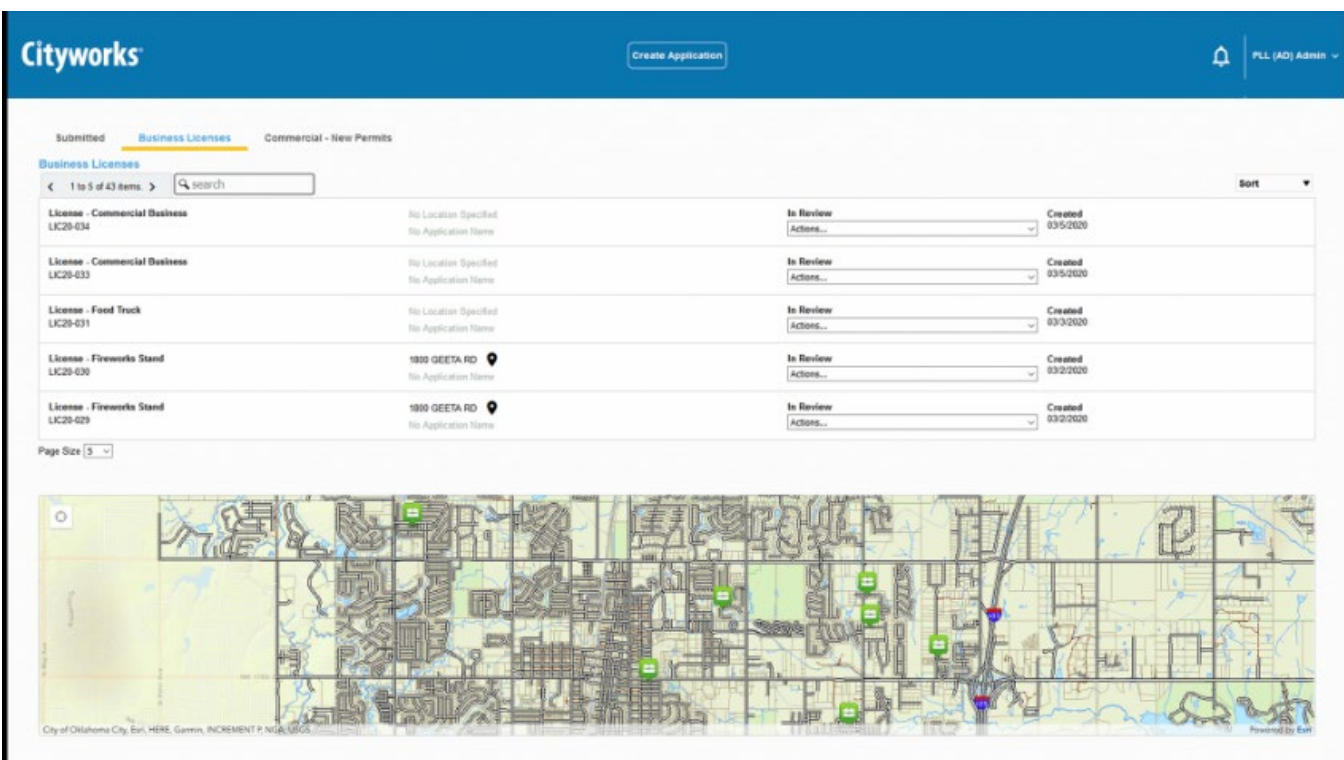
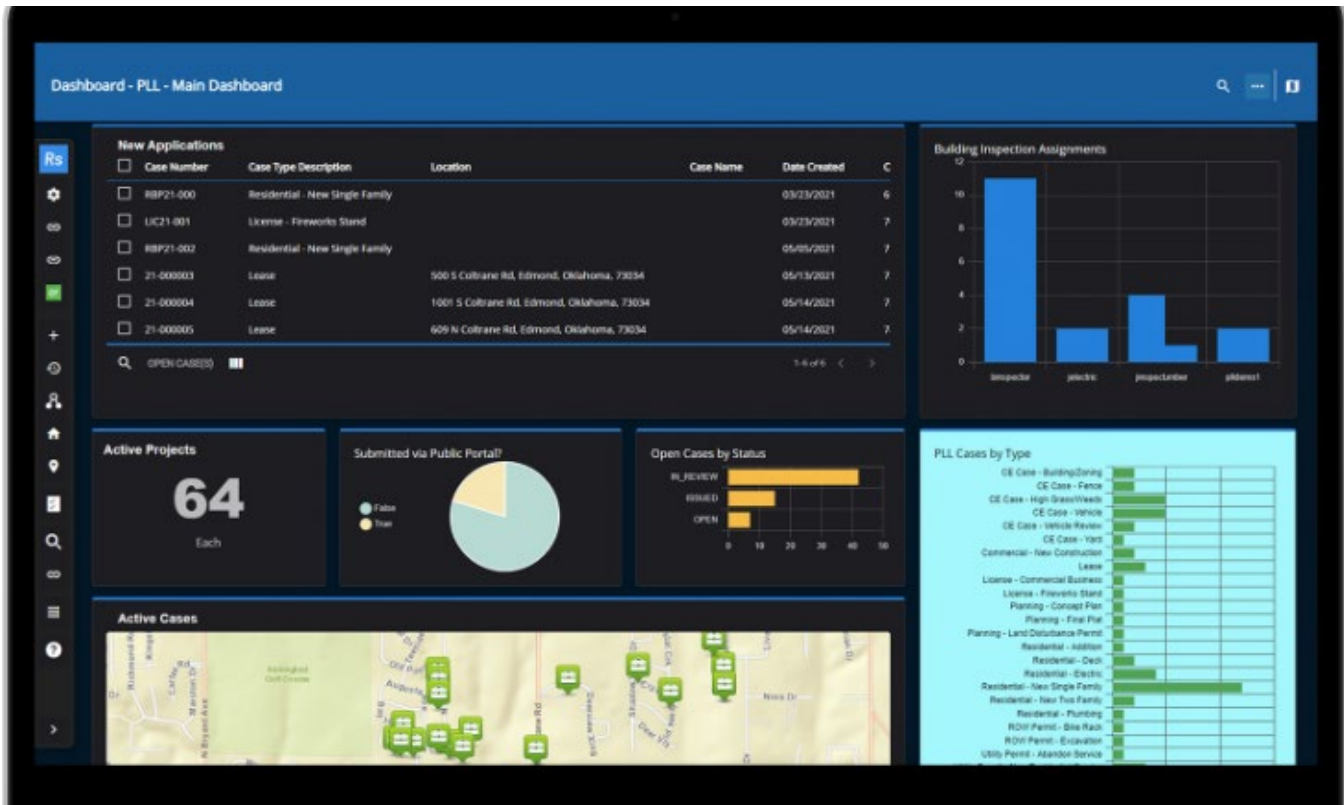
HDR was instrumental in assisting staff with the selection of a solution that will best meet the needs of the city. Public Services is requesting that HDR provide implementation services for the selected CMMS solution. These services include implementation for multiple Public Services divisions consisting of configuration and workflow options, alignment with business processes, GIS data preparation, system testing, training, and deployment. Implementation is anticipated to take 18 months.

BUDGET IMPACT: Funding is currently available through Capital Projects.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department is recommending that Council approve the request to enter into a contract with HDR Engineering Inc. of the Carolinas for the CMMS implementation for \$323,900.00.



Below are sample screens of the CMMS solution showing work orders, GIS mapping, and other data useful in maintaining our critical infrastructure.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

Scope of Services Supplemental Agreement

Exhibit A

CMMS Implementation

Introduction

The City of High Point Public Services Department (City) has finalized the selection of Cityworks as the City's new Computerized Maintenance Management System (CMMS). This project will provide professional services that include configuration and localization of the software, business process design and deployment, managing migration of non-GIS and non-CMMS asset data into the new software, acceptance testing, and project management of these responsibilities and activities.

Approach

HDR Engineering, Inc. of the Carolinas (HDR) proposes an approach that provides services necessary to fit the CMMS solutions to the City business process and operating environment. This will allow the City to leverage the functional capabilities of the CMMS system to provide more predictive operations, reduce organizational risk, and improve the level of service. The approach uses prioritized Functional Requirements, previously developed during procurement, to inform implementation decisions tailoring CMMS capabilities to address previously identified City needs. Implementation activities will involve collaboration between the CMMS vendor, integration service, HDR, and the City to result in a functional CMMS solution for the City.

Scope of Services

Task 1: Public Works, Water Distribution, & Sewer Collection

1.1 IMPLMENTATION INITIATION

HDR will initiate CMMS implementation for Public Works, Water Distribution, & Sewer Collection assets through an Initiation Workshop to identify implementation tasks, schedules, assumptions, communications, and data needs for City horizontal assets. The workshop will establish the Implementation Team and workshop decisions will be documented and consolidated into an implementation schedule and task list for horizontal assets.

As part of this task, HDR will complete the following key scope items:

- Facilitate a Task 1 Kickoff Meeting including the Implementation Team
- Complete a Task 1 Implementation Plan including work to be performed by City, Cityworks, and HDR with associated schedule
- Facilitate Task 1 Progress Meetings including in-person and virtual coordination of progress, findings, and next steps

1.2 TO-BE BUSINESS PROCESS DESIGN

The to-be business process design is critical to align City asset management practices with the functionality and workflows supported by Cityworks. This step forms the foundation for setting

various configuration options and workflows within Cityworks to deliver CMMS functionality that provides value for software users at all levels and avoids data or process gaps that have the potential to compromise existing City processes and procedures.

As part of this task, HDR will complete the following key scope items:

- Facilitate up to four (4) half-day workshops with City to define functionality including the following aspects of Cityworks:
 - Service Requests
 - Work Orders
 - Inspections
 - Mobile Entry and Access
 - Reporting
 - Equipment, Labor, and Material (ELM) Tracking
- Complete To-Be Business Process Diagrams for applicable City processes

1.3 CMMS ENVIRONMENT CONFIGURATION

HDR will lead the configuration of the CMMS environment to align with City business processes and functional requirements as established in To-Be Business Process Design. Configuration for these functions will be addressed through a series of up to 6 collaborative workshops with the Implementation Team. Each workshop will focus on a specific CMMS process or configuration area to establish team buy-in, finalize configuration decisions, and share required information. Following these workshops configuration decisions will be implemented and documented by responsible parties.

The following activities are examples of CMMS environment configuration:

- Defining templates and workflows for Cityworks activity types
- Defining tables to establish entry choices and data available in Cityworks
- Setting system controls and user privileges

As part of this task, HDR will complete the following key scope items:

- Facilitate up to 6 collaborative workshops with the Implementation Team
- Complete decision log documenting Cityworks configuration decisions

1.4 GIS DATA PREPARATION

HDR will support the connection of GIS-based data for the City's linear assets and the creation of required linkages to enable Cityworks to access City data. This includes assessing existing data to establish suitability and the prerequisite steps needed prior to establishing a functional connection. If action is required to populate and/or modify data to achieve CMMS functionality, HDR will provide support for the completion of these tasks by the City.

The following data will be excluded from population or migration for the CMMS implementation:

- Maintenance History
- Inspection History

- Customer Information

As part of this task, HDR will complete the following key scope items:

- Facilitate one GIS Data Preparation Meeting with the Implementation Team to review available data and identify GIS tasks required for preparation.
- HDR support of up to 40 hours for design and develop of GIS asset inventory datasets

1.5 SYSTEM TESTING

HDR will validate that Cityworks meets the agreed-upon functionality as established by the implementation plan. This includes the development of a testing plan to confirm that to-be business processes are aligned with Cityworks configuration. Following the development of a testing plan, HDR will perform system testing alongside City Implementation Team members to develop an issue log and corrective action list prior to training.

As part of this task, HDR will complete the following key scope items:

- Development of a Testing Plan to confirm Cityworks functionality
- Facilitation of Cityworks testing through three (3) half-day workshops
- Development of a Test Problem Log and Resolutions

1.6 TRAINING & DEPLOYMENT

HDR will lead training activities for City with support of the Implementation Team. This includes initial business process and functional training and post-implementation management support. Initial training activities will be organized and conducted with IT and GIS, public services, and water and sewer mains teams. Participants will receive specific training on the CMMS functionality and associated business processes that they are expected to engage in as part of daily work activities. Initial training will consist of a single, half-day training session with City IT and GIS. Training for public services, and water and sewer mains will consist of a maximum of two days for each group.

Deployment activities will include on-site support during the first full week of live Cityworks implementation. This will allow for support during the execution of new, to-be business processes.

Post-implementation support will consist of ongoing customer support by HDR. This support will include support by HDR along with the facilitation of web support provided by the CMMS vendor.

As part of this task, HDR will complete the following key scope items:

- Facilitation of a maximum of 5 days of training prior to Cityworks deployment
- A maximum of 5 days of 'Go-Live' support including on-site support of City and processes
- A maximum of 60 hours of post-implementation support by HDR

Task 2: Water & Wastewater Treatment & Maintenance

2.1 IMPLEMENTATION INITIATION

HDR will initiate CMMS implementation for Water and Wastewater Treatment and Maintenance assets through an Initiation Workshop to identify implementation tasks, schedules, assumptions,

communications, and data needs for City vertical assets. The workshop will establish the Implementation Team and workshop decisions will be documented and consolidated into an implementation schedule and task list for vertical assets. In addition, a data collection strategy will be developed and supported as part of this subtask. HDR will provide up to 12 hours of field support to assist with on-site asset data collection.

As part of this task, HDR will complete the following key scope items:

- Facilitate a Task 2 Kickoff Meeting including the Implementation Team
- Complete a Task 2 Implementation Plan including work to be performed by City, Cityworks, and HDR with associated schedule
- Provide up to 12 hours of on-site data collection support
- Facilitate Task 2 Progress Meetings including in-person and virtual coordination of progress, findings, and next steps

2.2 TO-BE BUSINESS PROCESS DESIGN

Similar to Task 1, a to-be business process design is critical to align City vertical asset management practices with the functionality and workflows supported by Cityworks. This step forms the foundation for setting configuration options and workflows within Cityworks to deliver CMMS functionality that provides value for software users at all levels and avoids data or process gaps that have the potential to compromise existing City processes and procedures.

As part of this task, HDR will complete the following key scope items:

- Facilitate up to five (5) half-day workshops with City to define functionality including the following aspects of Cityworks:
 - Asset Definition and Hierarchy Development
 - Service Requests
 - Work Orders
 - Inspections
 - Mobile Entry and Access
 - Reporting
 - Equipment, Labor, and Material (ELM) Tracking
- Complete To-Be Business Process Diagrams for applicable City processes

2.3 CMMS ENVIRONMENT CONFIGURATION

HDR will lead the configuration of additional CMMS features and functionality required for vertical asset implementation to align with City business workflows as established in To-Be Business Process Design. Configuration for these functions will be addressed through a series of up to 6 collaborative workshops with the Implementation Team. Each workshop will focus on a specific CMMS process or configuration area to make establish team buy-in, finalize configuration decisions, and share required information. Following these workshops configuration decisions will be implemented and documented by responsible parties.

The following activities are examples of CMMS environment configuration:

- Defining templates and workflows for Cityworks activity types

- Defining tables to establish entry choices and data available in Cityworks
- Setting system controls and user privileges

As part of this task, HDR will complete the following key scope items:

- Facilitate up to 6 collaborative workshops with the Implementation Team
- Complete a decision log documenting Cityworks configuration decisions

2.4 GIS DATA PREPARATION

HDR will support the design, development, and transformation of City vertical asset information and the creation of required linkages to enable Cityworks to access City data. This includes assessing existing data to establish the suitability of data use and the prerequisite steps needed prior to establishing a functional connection. In addition, this task includes establishing GIS ‘containers’ representing individual facilities to link with the Cityworks hierarchy of vertical assets. Vertical asset inventory hierarchies will be stored in the City’s GIS system.

The following data will be excluded from population or migration for the CMMS implementation:

- Maintenance History
- Inspection History
- Customer Information

As part of this task, HDR will complete the following key scope items:

- HDR support of up to 40 hours to the City to design and develop GIS asset inventory datasets

2.5 SYSTEM TESTING

HDR will validate that Cityworks meets the agreed-upon functionality as established by the Task 2 implementation plan. This includes the development of a testing plan to confirm that to-be business processes are aligned with Cityworks configuration. Following the development of a testing plan, HDR will perform system testing alongside City Implementation Team members to develop an issue log and corrective action list prior to training.

As part of this task, HDR will complete the following key scope items:

- Development of a Testing Plan to confirm Cityworks functionality
- Facilitation of Cityworks testing through three (3) half-day workshops
- Development of a Test Problem Log and Resolutions

2.6 TRAINING ACTIVITIES

HDR will lead training activities for City with the support of the Implementation Team. This includes initial business process and functional training and post-implementation management support. Initial training activities will be organized and conducted with IT and GIS, Water and wastewater plant operation, and water and wastewater plant maintenance. Participants will receive specific training on the CMMS functionality and associated business processes that they are expected to engage in as part of daily work activities. Initial training will consist of a single, half-day training

session with City IT and GIS. Training for operations and maintenance groups will consist of a maximum of two days for each group.

Deployment activities will include on-site support during the first full week of live Cityworks implementation. This will allow for support during the execution of new, to-be business processes.

Post-implementation support will consist of ongoing customer support by HDR. This support will include support by HDR along with the facilitation of web support provided by the CMMS vendor.

As part of this task, HDR will complete the following key scope items:

- Facilitation of a maximum of 5 days of training prior to Cityworks deployment
- A maximum of 5 days of 'Go-Live' support including on-site support of City staff and processes
- A maximum of 60 hours of post-implementation support by HDR staff

Schedule

The term for the scope of services is no later than 18 months from the notice to proceed. Completion of Task 1 will occur approximately 9 months from notice to proceed. Completion of Task 2 will occur approximately 9 months from the task kickoff. It is possible that both tasks can partially occur in parallel. The total duration is expected to be between 12 and 18 months.

Compensation

Compensation to HDR for the scope of services shall be for a not-to-exceed fee of \$323,900 on a time and materials basis. A breakdown of fees by task is presented in Table 1. Fees may be shifted between tasks without City approval as long as the total fee is not exceeded.

Table 1 Assumed Project Fee Allocation

Task 1 - Public Works, Water Distribution, & Sewer Collection	Total (\$)
Task 1.1 – Implementation Initiation	\$24,600
Task 1.2 – To-Be Business Process Design	\$22,800
Task 1.3 – CMMS Environment Configuration	\$23,000
Task 1.4 – GIS Data Preparation	\$11,750
Task 1.5 - System Testing	\$17,400
Task 1.6 - Training & Deployment	\$63,100
Subtotal: Task 1 - Public Works, Water Distribution, & Sewer Collection	\$162,650
Task 2 - Water & Wastewater Treatment & Maintenance	
Task 2.1 – Implementation Initiation	\$27,600
Task 2.2 – To-Be Business Process Design	\$21,500
Task 2.3 – CMMS Environment Configuration	\$23,000
Task 2.4 – GIS Data Preparation	\$11,750
Task 2.5 - System Testing	\$16,400
Task 2.6 - Training & Deployment	\$61,000
Subtotal: Task 2 - Water & Wastewater Treatment & Maintenance	\$161,250
Task Total	\$323,900

Rates, as included as part of the On-Call Engineering and Consulting Services contract, are included below. These rates may be updated as allowed by the terms and conditions of the master agreement.

Table 2 On-Call Professional Services, Engineering & Consulting Services Billing Category Rates for Calendar Year 2023

<i>Billing Rates (Adjusted Annually*)</i>	
Title	Range (\$/Hour)
Project Principal	\$285
Technical Reviewer/QAQC	\$225 - \$260
Task Leads/Senior Project Managers	\$215 - \$269
Senior Engineer/Design Lead	\$175 - \$255
Staff/Project Engineer/Designer	\$110 - \$175
Resident Project Representative	\$110 - \$150
Administrative Assistant/Accountant	\$90 - \$125

**Note: Individual billing rates may be adjusted annually (typically the first of each calendar year) to reflect annual merit increases*

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT

FOR LIFT STATION

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this 21st day of August, 2023 (“Effective Date”), by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation (“High Point”), and the **CITY OF GREENSBORO**, a North Carolina municipal corporation (“Greensboro”) (High Point and Greensboro hereinafter collectively referred to as the “Parties” and individually to as the “Party”).

WITNESSETH:

WHEREAS, Part I of Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the Parties have a lengthy history of interlocal cooperation with respect to matters affecting their mutual interests and the benefit of their respective citizens; and

WHEREAS, the Parties each own and operate water supply and wastewater collection systems to service their respective citizens, and

WHEREAS, High Point is constructing the Register’s Creek force main and lift station project, located at 4906 Bisbee Drive, Greensboro, NC 27407 and more particularly described on **Exhibit A** attached hereto (hereinafter the “Lift Station”) which is expected to accept and transfer approximately 4.2 million gallons of raw wastewater per day (MGD); and

WHEREAS, High Point has requested and Greensboro has agreed to provide thirty percent

(30%) of the total construction cost for the Lift Station, in exchange for allowing Greensboro to utilize approximately thirty percent (30%) of the daily flow capacity of the Lift Station, which is up to 1.26 MGD;

WHEREAS, the Parties desire to set forth their agreement for such exchange; and

WHEREAS, the governing bodies of High Point and Greensboro, finding that this Agreement is in the best interest of the Parties, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and,

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Construction and Operation. High Point awarded the Lift Station construction contract to Jimmy Lynch & Sons, Inc., and the total construction cost of the Lift Station was \$8,463,586.43 (eight million, four hundred sixty-three thousand, five hundred eighty-six dollars and fourty-three cents) (hereinafter “Total Construction Cost”). Greensboro shall be responsible for thirty percent (30%) of the Total Construction Cost, which shall be paid within six (6) months of the Effective Date. The Lift Station shall be solely owned, operated, and maintained by High Point.

2. Utilization and Rate. High Point agrees to allow Greensboro to utilize up to 1.26 MGD of the daily flow capacity of the Lift Station for the term of this Agreement. Greensboro customers will be charged the “Outside Rate,” as defined on the High Point Water and Sewer Rate Schedule published annually and incorporated herein by reference. Greensboro will track the usage, provide supporting data and documentation, and submit payment to High Point, minus an administrative fee, on a quarterly basis. Payment shall be due within thirty (30) days of the last day of each quarter. Payment received more than sixty (60) days from the last day of each quarter,

without prior notice, shall result in a ten percent (10%) penalty being assessed.

3. Future Increased Capacity. In the future, if High Point elects to increase capacity of the Lift Station, Greensboro shall be provided the right of first refusal to participate in additional construction and utilization for a pro rata share of the increased capacity.

4. Inflow and Infiltration Study. If the peaking factor of the Lift Station exceeds five (5), Greensboro shall participate pro rata in an inflow and infiltration study ("I&I Study"). If the findings of the I&I Study identify issues that Greensboro is responsible for, within six (6) months of the completion of the I&I Study, Greensboro shall provide to High Point a proposal and schedule to reduce the inflow and infiltration to an acceptable peaking factor. Within twenty-four (24) months of completion of the I&I Study, Greensboro shall have addressed any recommendations from the I&I Study to reduce the inflow and infiltration to an acceptable peaking factor.

5. Periodic Review. The Parties shall conduct a periodic review of this Agreement on an annual basis.

8. Change in Circumstances. In the event there is a change in state or federal environmental laws or regulations that requires a change or upgrade to the Lift Station, or North Carolina Department of Environmental Quality requires a change or upgrade to the Lift Station, or High Point determines the need for a change or upgrade to the Lift Station, Greensboro shall pay thirty percent (30%) of the actual cost paid by High Point.

9. Term. This Agreement shall commence on the Effective Date and continue for a term of twenty (20) years ("Initial Term"). This Agreement may be renewed for additional ten (10) year terms, if agreed to by the Parties in writing ("Renewal Term").

10. Termination. This Agreement may be terminated for convenience by either Party with at least two (2) years advanced written notice.

11. Relationship Between the Parties. The Agreement shall not under any circumstances be construed to make Hight Point and Greensboro partners, joint venturers, or Parties to similar relationships with each other.

12. Notice. All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective Parties as follows:

GREENSBORO:

City Manager
City of Greensboro
300 W. Washington Street
Greensboro, NC 27401

HIGH POINT:

Public Services Director
City of High Point
P. O. Box 230
High Point, NC 27261

With a Copy to:
City Attorney's Office
P.O. Box 230
High Point, NC 27261

or to such other addresses as either Party shall subsequently designate by notice given in accordance with this section.

13. Final Expression, Modification, Severability, No Waiver. This Agreement is intended to be a final expression of the Parties agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions and supersedes and replaces all prior negotiations and agreements between the Parties, whether written or oral, with respect to the subject matter hereof. This Agreement may be modified or amended only by the written mutual consent of both Parties. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of this

Agreement, so long as the material purpose of this Agreement can be determined and effectuated. Any failure by either Party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

14. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law). Any disputes, controversies, or claims arising out of the Agreement shall be brought in Guilford County, North Carolina.

15. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the Parties. Facsimile and electronic signatures shall be deemed as effective as original signatures.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

CITY OF GREENSBORO

Recommended By: _____
Virginia Spillman, Mgr Sr Water Resources

ATTEST: By: _____
Chris Wilson, Deputy City Manager

_____, City Clerk

Preaudit Certificate

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

_____, Finance Director

CITY OF HIGH POINT

By:

DocuSigned by:
Jay Wagner
D2FC988FD35405

Jay W. Wagner, Mayor

ATTEST:

DocuSigned by:
Sandra Keeney
38D2C998F15C4977

Sandra Keeney, City Clerk

DocuSigned by:



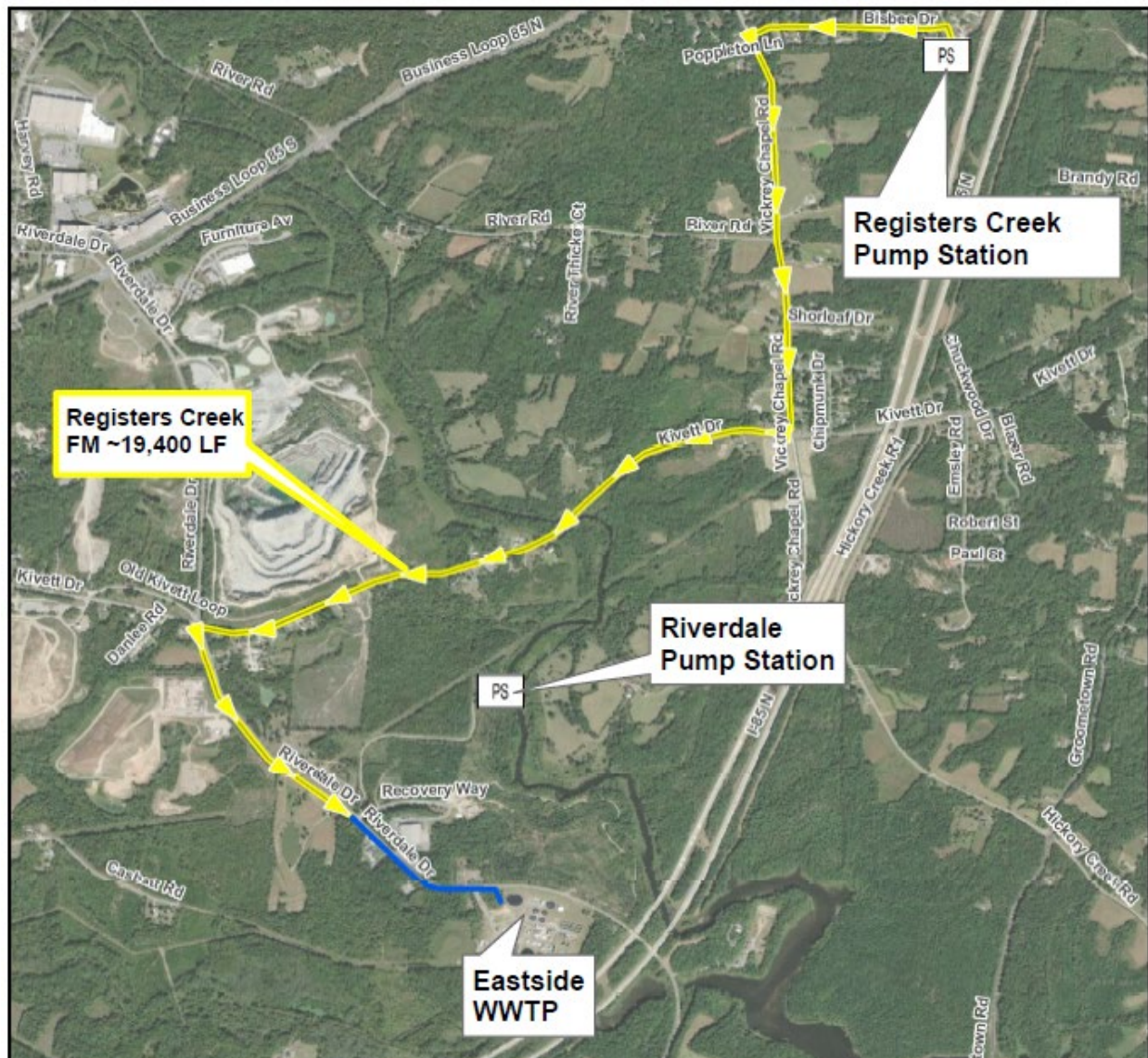
Preaudit Certificate

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

DocuSigned by:
Bobby Fitzjohn
38D2C998F15C4977

Bobby Fitzjohn, Finance Officer

EXHIBIT A
MAP OF LIFT STATION



10 21-0346
143-21

RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH THE CITY OF
HIGH POINT FOR THE FUNDING OF LIFT STATION UPGRADES REQUIRED TO
SUPPORT SANITARY SEWER CAPACITY FOR GREENSBORO

WHEREAS, the City of High Point and the City of Greensboro entered into Agreements dated February 1989 and April 1996 that established the terms and conditions for interconnectivity of the infrastructure system through an interlocal agreement that mutually benefitted both Cities;

WHEREAS, the City of Greensboro has a sewershed that drains into High Point and by allowing sewer flows to High Point, Greensboro is able to conserve capacity within its current system;

WHEREAS, the City of High Point is constructing an upgraded lift station, Registers Creek, to address current capacity and future growth in the sewershed that Greensboro drains;

WHEREAS, the City of High Point will own and operate the Registers Creek Lift Station;

WHEREAS, the City of Greensboro shall participate in up to 30% of the construction costs of the Registers Creek Lift Station;

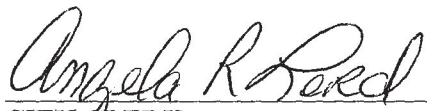
WHEREAS, the City of Greensboro's participation in the construction cost of the Registers Creek Lift Station is up to \$2,551,335.68 of the construction of the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City Manager is authorized to approve a Reimbursement Agreement with the City of High Point, in an amount of \$2,551,335.68, for the funding of infrastructure to meet the capacity needs required to support the purchase of sanitary sewer capacity subject to the terms outlined above.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 18th DAY
OF MAY, 2021

APPROVED AS TO FORM


CITY CLERK


CITY ATTORNEY

Certificate Of Completion

Envelope Id: 99B85EBEEF9F4B7BB8B3C8B9435C7B4D

Status: Sent

Subject: 28852 City of Greensboro Contract for Inter-local Reimbursement agreement with the City of Highpoint

Source Envelope:

Document Pages: 9

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

AishwaryaDevi Ramakrishnan

AutoNav: Enabled

Stamps: 1

300 W Washington St

Envelopeld Stamping: Enabled

Greensboro, NC 27401

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Aish.Ramakrishnan@greensboro-nc.gov

IP Address: 209.112.106.2

Record Tracking

Status: Original

Holder: AishwaryaDevi Ramakrishnan

Location: DocuSign

8/28/2023 3:29:25 PM

Aish.Ramakrishnan@greensboro-nc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Greensboro

Location: DocuSign

Signer Events**Signature****Timestamp**

Bobby Fitzjohn

bobby.fitzjohn@highpointnc.gov

Financial Services Director

Security Level: Email, Account Authentication (None)

DocuSigned by:



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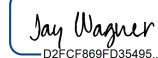
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Jay Wagner

jay.wagner@highpointnc.gov

Security Level: Email, Account Authentication (None)

DocuSigned by:



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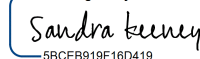
Sandra Keeney

sandra.keeney@highpointnc.gov

City Clerk

Security Level: Email, Account Authentication (None)

DocuSigned by:



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Virginia Spillman

claudia.spillman@greensboro-nc.gov

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Anita Wilson		
Anita.Wilson@greensboro-nc.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Chris Wilson		
christian.wilson@greensboro-nc.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
City Manager's and Clerk's Office		
cmoandclerkdocusign@greensboro-nc.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Greensboro (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Greensboro:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Angie.Waters@greensboro-nc.gov

To advise City of Greensboro of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jma@spauldingridge.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Greensboro

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Angie.Waters@greensboro-nc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Greensboro

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Angie.Waters@greensboro-nc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Greensboro as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Greensboro during the course of your relationship with City of Greensboro.

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Prographics Field Board System – Sole Source

FROM: Eric Olmedo, Assistant City Manager

MEETING DATE: September 18, 2023

PUBLIC HEARING: N/A

ADVERTISED DATE/BY: N/A

ATTACHMENTS: Quote, Sole Source letter

PURPOSE:

Council is requested to approve the purchase of Prographics Field Board systems for use at Truist Point Stadium.

BACKGROUND:

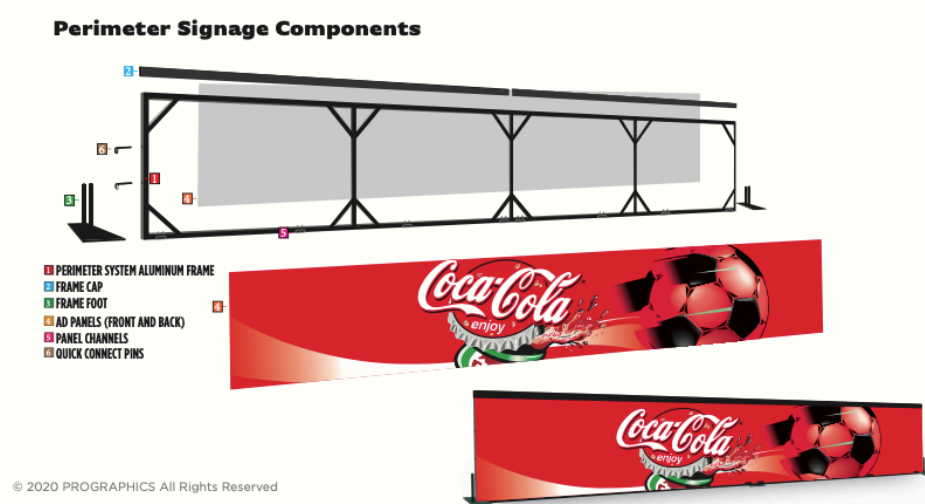
The City is making improvements to Truist Point in order to host major league level soccer. The Prographics Field Board system is a series of 78 ten-foot frames with vinyl graphics that are placed around the field of play for advertising and messaging purposes. This type of field board system is proprietary and exclusive to Prographics, making this a sole source purchase.

BUDGET IMPACT:

Cost of the system is \$75,312, and funds are available in the capital projects budget.

RECOMMENDATION /ACTION REQUESTED:

Staff recommends that Prographics be approved as a sole source vendor for the purchase of the field board system for \$75,312.



Prographics

4404 Boeing Dr. Rockford, IL 61109

Pgiusa.com

815.226.9422



Customer

Company: City of High Point

Contact: Candy Harmon

Project: Fieldboard Frames

PGI

Estimate Date: 4.27.23

Valid for: 45 days

DESCRIPTION	QTY	SIZE	FORMAT	MATERIAL	FINISHING	Cost Per	TOTAL COST
10' Frame Purchase	78	120" x 36"		Hardware		\$ 686.00	\$ 53,508.00
Feet	82			Hardware	included in frame cost	\$ -	\$ -
Caps	78	120"		Hardware	included in frame cost	\$ -	\$ -
Graphics	39	240" x 36"	Latex - SS	3m vinyl with OL	Trim to size mount to panels	\$ 406.00	\$ 15,834.00
Wagons with fireworks	6			Hardware	Supply wagons	\$ 995.00	\$ 5,970.00

Subtotal \$ 75,312.00

Taxes and shipping additional.

Shipping total \$ -

Thank you for your business.

Tax Total \$ -

Payment \$ -

\$ 75,312.00

Terms & Instructions

Due to major tax change effective January 1st, 2020 all invoices will be liable for taxes for each ship to state.

We shall not be liable for damage to graphics produced by Prographics and installed by unlicensed or client contracted installer.

In addition we will not be liable for damage as a result of extreme weather conditions or careless handling of graphics.

All Credit Card transactions are subject to a 3% Surcharge.

*Excellence in all phases of
Digital Imaging . . .
Pre-Press through Print*

To: Candy Harmon, Purchasing Manager, City of High Point

From: Craig McCarthy, SVP Partnerships & Events, Prographics
Paul Cherry, VP Graphic Technologies, Prographics

Date: September 7, 2023

Subject: Static Fieldboard System

Dear Candy,

We are thrilled that the City of High Point has chosen to move forward with purchasing a static fieldboard system from Prographics.

The proprietary static fieldboard system that you will receive is exclusive to Prographics and includes 10ft frames, feet, caps and transport wagons. Additionally, you will receive a full set of accompanying graphics.

Upon receipt of a 50% down payment, we will immediately begin fabrication and will ensure delivery on or before March 1, 2024.

Thank you very much for your partnership!

Regards,

Craig & Paul

CC: Eric Olmedo, City of High Point
Evan Mitz, Carolina Core
Paul Cherry, Prographics

Attachments: Prographics Quote - Field Board System - High Point_CarolinaCore.pdf
Invoice_City of High Point_A0019213.pdf



Professional Graphics Inc., 4404 Boeing Drive, Rockford, IL 61109
Phone: 800-747-2741 Fax: 815-226-9830 www.pgworldwide.com

*your image
is everything.*

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Side Loading Refuse Trucks	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE:

The Environmental Services Division has three (3) side loading refuse trucks in need of replacement due to age, condition, and hours. Using the NC Sheriffs' Association Procurement contract 24-08-0421, three (3) Dennis Eagle Trucks with New Way Side Loading Refuse bodies from Piedmont Truck Center are being recommended for council approval.

BACKGROUND:

The Environmental Services Division is currently using Peterbilt trucks with New Way side loading bodies that have between 9,000-10,000+ hours. These trucks are used for residential garbage collection and need to be replaced due to age and hours. The Dennis Eagle Truck with New Way side loading refuse body configuration is like the units they are currently using and will meet their needs. The price of one (1) truck is \$403,280. The total is \$1,209,840 which includes three (3) trucks, refuse body installation, extended warranty, training, and delivery.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends purchasing the three (3) Dennis Eagle trucks with New Way side loading refuse bodies from Piedmont Truck Center. Recommendation also includes declaring three (3) current spare trucks as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 09/18/2023

BID NO.: NC Sheriffs Association CONTRACT NO.: 24-08-0421 DATE OPENED:

DESCRIPTION:

Dennis Eagle with 31 yard New Way side loading refuse body.

PURPOSE:

The Environmental Services Division is currently using three (3) Peterbilt trucks with New Way side loading refuse bodies that have between 9,000 and 10,000+ hours. These trucks are used daily residential garbage collection and need to be replaced due to age, condition, and hours.

COMMENTS:

The price of \$403,280 is for one (1) truck, refuse body installation, extended warranty, training, and delivery. The total cost of three (3) is \$1,209,840. Estimated delivery is less than 365 days.

RECOMMEND AWARD TO: Piedmont Truck Center AMOUNT: \$1,209,840

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriffs Association bid.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$1,209,840
TOTAL BUDGETED AMOUNT				\$1,209,840

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS Date: 2023.08.17 08:34:15 -04'00' DATE: 08/17/2023

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

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2023.08.17 09:05:29 -04'00' DATE: 8/17/2023

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2023.08.17 09:51:19 -04'00' DATE: 8/17/23

CITY MANAGER: DATE:



City of High Point Quote



CONFIGURATION

Chassis	ProView 6x4 (Wide)
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STANDARD SPECIFICATION

Vehicle Overview	
Drive Hand	DS (Steering Box on Left)
GVWR	62,000 lb
Wheelbase	230"
Engine	Cummins L9 360HP (Current Spec)
Gearbox	Allison 3000RDS
Fuel Tank	70 US Gallons
Cab Seating	Driver +1

WHEELS, TYRES & SUSPENSION

Axle	Design Weight	Suspension	Tires
Axle 1	20,000 lbs	Front Steel Suspension 5655001	315/80 R 22.5 5656001
Axle 2	44,000 lbs	Drive Axle 1 Suspension Hendrickson HN460 5661001	315/80 R 22.5 5662001
Axle 3		Drive Axle 1 Suspension Hendrickson HN460 5661001	315/80 R 22.5 5665001



STANDARD EQUIPMENT – CHASSIS

- Low Entry Cab with Single Hi-Vis Step Entry (16" Step Height)	- Flat, Unobstructed Walkthrough Cab Floor - Washable
- Cummins L9 360 HP, 6 Cyl. 8.9L in-Line Diesel	- LED Headlamps, low and high
	- LED Daytime Running Lights
- Cromwell Blended Steel Cab	- Mechanically Operated Hydraulic Cab Tilt
- DPF and SCR Treatment for EPA Compliance	- Rear of Cab Vertically Mounted Exhaust
- Electronic Fuel Injection	- Brake Pad Wear Lining Sensors
- Enhanced Converter Load Reduction (ECLR)	- Engine Immobiliser
- 4 Wheel Park Brake	- Red 3 Point Inertia Seatbelts
- Adjustable Air Suspended Driver's Seat, Armrest	- Storage Net for Documents
- 4 x Split Coat Hooks, Accommodates 8 Coats	- Oddments Tray in Doors
- 2x Half Width Sun Blinds	- Driver/Passenger Door LED Red Strip Marker
- In Dash 12V Power Supply Socket	- Electric Heated Mirrors
- Electric Windows	- Knorr Bremse Bendix Disc Brakes All Round
- Emergency Brake Signal	- 10 Gallon DEF Reservoir
- 70 Gallon Fuel Tank Anti-Siphon, Anti-Spill & Lockable Cap	- Anderson Socket
- 12v Electrical System	- 3x 185 amp/hour Batteries, 1000 CCA Capacity Each
- 320A Alternator	- RP170 Connectivity
- J1939 CAN Integrated	- Traction Enhancement
- Air Conditioning	- Flat Cab Roof with Compliant Marker Lights
- Cruise Control	- Battery Isolator on Battery Box with Power On/Off LED Light
- Engine Hour Meter Within Display Unit with Clock	- Rail Section 13.66" x 3.74" x 3/8"
- Pressed Steel Channel Frame, Bolted Construction	- Differential Lock
- Frame RBM 3,290,000	



FITTED EQUIPMENT – CHASSIS

Option No.	Option Name
5650001	USA
5652001	6x4
5653001	Wide Track
5634001	GVW 62000 lbs
5633004	Wheelbase 230 inches
5654007	Cummins L9 360HP (Current Spec)
5638001	Allison 3000RDS Gearbox
5636001	Fuel Type Diesel
5671001	70 US Gallon Fuel Tank
5655001	Front Steel Suspension
5661001	Drive Axle 1 Suspension Hendrickson HN460
5664001	Drive Axle 2 Suspension Hendrickson HN460
5669002	Tyre Manufacturer Cooper
5657003	Front Axle Tread Pattern Roadmaster R230 WH
5663004	Drive Axle 1 Tread Pattern Roadmaster R230 WH
5666004	Drive Axle 2 Tread Pattern Roadmaster R230 WH
5656001	Front Tire Size 315/80 R 22.5
5662001	Drive Tire 1 Size 315/80 R 22.5
5665001	Drive Tire 2 Size 315/80 R 22.5
5734001	Steel Wheels
5-1089-0001	White Coloured Wheels
5635002	Dual Steer (Steering Box on Left)
5637001	Individual Crew Seat. Heated, Air Suspended Crew Seat - 6 Way adjustable. Armrest and Seatbelts
5674001	English only Labels
5673001	English only Documents
5061002	Window in Cab Rear Panel (Centre)
5024002	Air Conditioning
5267001	Instrument Cluster Language 1 (English)
5799001	English Only Labels
5796002	Individual Air Tank Drains
5020003	Inter + Cross Axle Diff Lock
5-1091-0001	Standard Rear Overhang

WARRANTY

Description
7 Year Driveline Lite & Chassis Cab/ 5 Year Allison Warranty/ 6 Year (150,000 miles) Plan 1 Engine and After Treatment
Please review Warranty Packet for coverage details of Driveline Lite & Cab and Chassis

TRAINING

Description
No Training

Warranty Costs:

7 Yr Driveline Lite/Chassis Cab= \$4,539.00
 5 Yr Allison Transmission=\$966.00
 6 Yr Engine and After Treatment= \$3545.00

Total Package Price Including Body & Warranties:
\$403,280.00



For NCSA Contract Purchases:
Please send P.O. to Amick & NCSA including:
Contract #, Spec #, Contact Info, & Fed. Tax ID #
NCSA: kmitman@ncsheriffs.net
[LINK: NCSA Terms & Conditions](#)

CONTRACT #

24-08-0421

SPECIFICATION #

309

END USER: CITY OF HIGH POINT
KEVIN ROGERS
BODY INSTALL NEW WAY TRUCKS - MS,
LOCATION: 1 WOLVERINE DR., BOONEVILLE, MS 38829

Description

MODEL: **NEW WAY SIDEWINDER**
BODY SIZE: **31 YARD**
BODY PAINT: DENNIS EAGLE ECKLA WHITE 972368 (MS972368)
BODY WARRANTY: STANDARD MFG. WARRANTY.

STANDARD EQUIPMENT INCLUDED

SIDEWINDER XTR AUTOMATED ARM - XHD 6X6 MODEL
12 FT. REACH & 1000 LBS. LIFT CAPACITY
ARM STOWED LOCK - AUTOMATIC PNEUMATIC CAM LOCK
ARM CONTROL JOYSTICK - CENTER CONSOLE - PROPORTIONAL HYDRAULIC CONTROL FOR SMOOTH OPERATION
ELECTRIC / HYDRAULIC BODY CONTROLS (ILO PNEUMATICS)
PROXIMITY SWITCH - ARM STOWED SENSOR - ILO WIRE STYLE LIMIT SWITCH
PROXIMITY SWITCHES - PACKER POSITION, TAILGATE, BODY UP, ARM POSITION
CAN-BUS ELECTRONIC CONTROL SYSTEM W/ XL IN CAB DISPLAY - OPERATOR FEEDBACK & MAINTENANCE REMINDERS
PTO HOUR METER
HINGED HOPPER DOOR FOR EASY ACCESS - INCLUDES SAFETY PTO KILL SWITCH
FRONT MOUNT VANE PUMP - DUAL PUMP - WORK AT IDLE HYDRAULICS.
NOTE: FRONT PUMP REQUIRES FRONT ENGINE PTO PROVISIONS ON CHASSIS
NOTE: HOT SHIFT TRANSMISSION MOUNT PTO RESULTS IN UPCHARGE.
LED BODY LIGHTS INCLUDING REVERSE AND LICENSE PLATE
INTEGRATED MULTIFUNCTION LED STROBE LIGHTS: (2) MOUNTED UPPER TAILGATE
SAFETY KIT - FIRE EXTINGUISHER, 10LBS. & TRIANGLE KIT
ACRYLIC URETHANE ENAMEL - AXALTA IMRON ELITE 5000
ARM POWDER COAT: NW SAFETY YELLOW
STEEL SPECIFICATIONS, STD.:
BODY SIDES: 10GA AR450
PACKER PANEL: 1/4" AR450
BODY FLOOR: 8GA AR450
TAILGATE BACK: 10GA AR450
HOPPER FLOOR & SIDES: 1/4" HARDOX 450
RAM GUIDE: 3/8" X 3" AR400 WEAR STRIPS
ZINC PLATED HYDRAULIC TUBES OFFER DURABILITY AND HEAT DISSIPATION
INDUCTION HARDENED PACK CYLINDERS WITH SCRAPERS
QUICK DISCONNECT PORTS FOR PRESSURE GAUGE
TROUGH CLEANOUT TOOL
CART COUNTING DEVICE
BOLT-ON ICC BUMPER

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED

HOPPER FLOOR & SIDES: 1/4" HARDOX 450
ARM SPILL SHIELD
HINGED FRONT CYLINDER SPLASH SHIELD
CLEANOUT CHUTE EXTENSIONS BOTH SIDES
HYDRAULIC HOPPER COVER
HOPPER ACCESS LADDER
SHOVEL AND BROOM RACK 2 TOOLS
LED BACKUP LIGHTS MID TAILGATE (2)
LED WORK LIGHTS 1 IN HOPPER, 1 LEFT BOLSTER FACING ARM
STROBE LIGHT SURFACE MOUNT CENTER TAILGATE
INTEGRATED STROBE PACKAGE, LOWER TAILGATE
EXTRA WIRING FOR LED LIGHT ON REAR BOLSTER CURBSIDE FACING ARM.
SAFETY VISION QUAD CAMERA SYSTEM WITH 7" COLOR MONITOR, CENTER TAILGATE, UPPER LEFT SIDE OF HOPPER, CURBSIDE REAR BOLSTER FACING ARM, STREETSIDE OF THE CAB FACING REAR.
HOT SHIFT PTO PROVISION TANDEM VANE
REMOTE GREASE ZERKS FOR TAILGATE AND UPPER CYLINDER HINGE PINS
FRONT MOUNT GREASE ZERKS FOR SYSTEM PACKER AND BODY LIFT PINS
MANUAL AUTO-PACK BUTTON

ARM NOT STOWED AUDIBLE ALARM
ARM CONTROL ROCKER SWITCHES UNDER SEAT
BACKUP ALARM UPGRADE 102 DB
QUICK DISCONNECT PRESSURE GAUGE
STEEL TOOL BOX 18X18X24 FRAME MOUNTED
FIRE EXTINGUISHER UPGRADE TO 20 LB
PARTS MANUAL
HYDRAULIC HOSE FABRIC COVERS

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
BODY PDI
AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
ON-SITE TRAINING - PROVIDED BY REQUEST

DELIVERY OPTION INCLUDED:

AECI DELIVERS TO END USER.

COMMENTS:

Pricing Volatility Disclaimer - Equipment pricing, especially chassis pricing, is subject to further increases, as announced by manufacturers. In such an event, customers will be notified and provided with documentation. They will have the option to continue the order with updated pricing, or cancel the order. We sincerely appreciate your patience during these unusual circumstances

Chassis Description

MODEL:	2023 DENNIS EAGLE
GVWR:	64000 LBS
CA/CT Required:	CT 195"
ENG & TRAN:	CUMMINS L9 DIESEL / ALLISON 3000 RDS A/T
PAINT:	DENNIS EAGLE ECKLA WHITE 972368 (MS972368)
VIN:	
COMMENTS:	SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.
NCSA Spec #	Body quote only, chassis lead

ORDER CONFIRMATION

SIGNATURE

DATE

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.

TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.

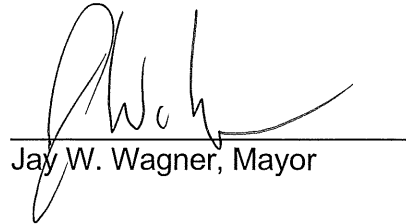
COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcewell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option. Unless explicitly stated, customers shall not assume that any of the equipment quoted are being offered under a purchasing contract. It is up to the purchaser to determine whether purchasing any items - both explicitly listed on the contract or not, are permitted by

"AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
REGISTERS CREEK LIFT STATION PROJECT

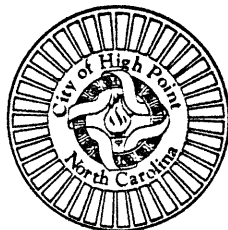
Be it ordained by the City Council of the City of High Point, North Carolina, that,
pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the
following Capital Project Ordinance is hereby adopted:

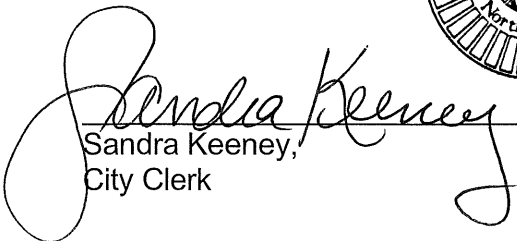
- Section 1. The City of Greensboro has agreed to provide 30% of the total construction cost for the Registers Creek Lift Station project, in exchange for use of approximately 30% of the daily flow capacity of the Lift Station, which is up to 1.26 MGD. This portion equates to \$2,539,075.93.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|--------------------|-------------|
| City of Greensboro | \$2,539,076 |
|--------------------|-------------|
- Section 3. The following amounts are appropriated for the Project:
- | | |
|------------------------------|-------------|
| Registers Creek Lift Station | \$2,539,076 |
|------------------------------|-------------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 18th day of September 2023


Jay W. Wagner, Mayor

ATTEST




Sandra Keeney,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Water Shortage Response Plan	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Director Public Services	MEETING DATE: September 18, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: 1. Water Shortage Response Plan 2. Resolution 3. NCDEQ-Meets Minimum Criteria Letter	

PURPOSE: The Water Shortage Response Plan establishes written procedures to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

BACKGROUND: North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan. The proposed Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l), and it will provide appropriate guidance for the future management of water supplies for the City of High Point.

A 30-day public comment period has been held. **No comments were received.** The Water Shortage Response Plan is now ready for City Council approval.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: The Public Services Department is recommending that Council approve the Water Shortage Response Plan and the attached resolution.



**RESOLUTION APPROVING CITY OF HIGH POINT'S
WATER SHORTAGE RESPONSE PLAN**

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the City of High Point, has been developed and submitted to the High Point City Council for approval; and

WHEREAS, the High Point City Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of High Point, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of High Point that the Water Shortage Response Plan entitled, *Water Shortage Response Plan, City of High Point, North Carolina* dated March 2023, is hereby approved and shall be submitted to the North Carolina Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the High Point City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the _____ day of _____, 20_____.

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney, City Clerk

**Water Shortage Response Plan City of
High Point, North Carolina
March 2023**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

I. Authorization

The High Point City Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his or her absence, the Public Services Director will assume this role.

Tasha Logan Ford
High Point City Manager
Phone: (336) 883-3283
E-mail: tloganford@highpointnc.gov

Robby Stone
High Point Public Services Director
Phone: (336) 883-3217
E-mail: robby.stone@highpointnc.gov

II. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills and on the City of High Point website homepage. Required water shortage response measures will be communicated through PSA announcements on local radio and cable stations, social media and on the City of High Point website. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone through use of reverse 911.

III. Levels of Response

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: Voluntary Reductions, Mandatory Reductions I and II, Emergency Reductions and Water Rationing. A detailed description of each response level and corresponding water reduction measures follow below.

High Point Water Shortage Response Plan

Stage	Response	Description
1	Voluntary Reductions	Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
2	Mandatory Reductions I	Water users must abide with required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
3	Mandatory Reductions II	Same requirements as in Stage 2. Water users must abide with required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
4	Emergency Reductions	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.
5	Water Rationing	Water supply conditions are substantially diminished and remaining supplies must be allocated to preserve human health and environmental integrity.

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including: irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in washers and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month's water bill. All non-essential uses of drinking water are banned and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to High Point's Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

IV. Stages

The City of High Point's water sources are two reservoirs and the Piedmont Triad Regional Water Authority (PTRWA). The following measurements of usable storage and intake levels trigger entry into corresponding water restriction stages (see Table 1). The usable storage is the total of both of the City's reservoirs and is based upon documentation maintained by the Public Services Department.

Table 1: Usable Storage

Stage	Usable Storage
1	80%
2	70%
3	60%
4	50%
5	40%

If the PTRWA declares a water shortage, High Point shall declare one as well. During this time the High Point Public Services Director will stay in close contact with PTRWA and follow their triggers.

Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by City of High Point Services Department and police personnel. Violators may be reported to the City's dedicated Customer Service Line (336-883-3111) or the e-mail contact listed on the City's website. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

Drought surcharge rates are effective in Stages 3, 4 and 5.

VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at City Hall for customers to view. A notice will be included in customer water bill notifying them of such. Also a draft plan will be published on the City of High Point website. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by High Point's City Council.

VII. Variance Protocols

The applicant must submit a formal variance request. The variance request must be submitted to the Public Services Department for review by the Public Services Director or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

VIII. Effectiveness

The effectiveness of the High Point water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to High Point's City Council. The City of High Point Public Services Director is responsible for initiating all subsequent revisions.

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

July 11, 2023

Rodney Darr, WTP Superintendent
High Point
P.O. Box 230
High Point, NC 27261

Subject: WSRP Meets Minimum Criteria

High Point
PWSID#: 02-41-020
Guilford County

Dear Rodney Darr,

This letter is to notify you that our staff has reviewed the information contained in the Water Shortage Response Plan (WSRP) update submitted by your office. Since all the required information is complete, the WSRP for the High Point water system hereby meets the minimum criteria established in North Carolina General Statute 143-355.2 (a) and 15A NCAC 02E. 0607.

The Water Shortage Response Plan must next be adopted by your water system's governing board; a model WSRP resolution is available online on the right side of the Local Water Supply Plan page at: <https://www.ncwater.org/WUDC/app/LWSP/learn.php>. Once adopted, a copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Branch Supervisor, at the address printed at the bottom of this letter or by e-mail to the review engineer shown below. Please note, the WSRP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received by the Division.

Please be advised that the review process for Water Shortage Response Plans is separate from the review process for your Local Water Supply Plan (LWSP). If you have submitted your LWSP but haven't already been contacted by the Division, you will receive notification as soon as the review of your LWSP is complete.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at vardry.austin@deq.nc.gov or (919)707-9002, or Linwood Peele at linwood.peele@deq.nc.gov or (919) 707-9024 if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen Higgins".

Karen Higgins, Planning Section Chief
Division of Water Resources, NCDEQ



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1611 Mail Service Center | Raleigh, North Carolina 27699-1611
919.707.9000

CITY OF HIGH POINT

AGENDA ITEM



TITLE: MOU For Cooperative, Comprehensive, And Continuing Transportation Planning	
FROM: Andrew Edmonds, Transportation Planning Administrator	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: High Point MPO Memorandum of Understanding	

PURPOSE: Endorse a Memorandum of Understanding between High Point Metropolitan Planning Organization (HPMPO) and its member jurisdictions to provide the organizational structure needed to fulfill federal and state requirements.

BACKGROUND: The Memorandum of Understanding (MOU) outlines policies, structure, membership and the roles and responsibilities of HPMPO. It is the governing document of the MPO, which guides the cooperative, comprehensive, and continuing transportation planning process among the parties therein. The current MOU for HPMPO was endorsed in 2013 and is effective until October 2023. HPMPO staff is not suggesting any substantive changes to the existing MOU, but is asking for renewed approval of the MOU through approval through each member jurisdiction's elected board.

BUDGET IMPACT: Each jurisdiction pays a quarterly membership fee to contribute towards a 20% local match of the federal transportation planning (PL) funds. The FY24 annual match amount for the City of High Point is anticipated to be approximately \$35,791.89 and is accounted for in the FY24 budget. The federal contribution is approximately \$374,600.

RECOMMENDATION/ACTION REQUESTED: City Council to renew endorsement of the Memorandum of Understanding For Cooperative, Comprehensive, And Continuing Transportation Planning and allow appropriate city staff to execute all associated documents.



**MEMORANDUM OF UNDERSTANDING FOR
COOPERATIVE, COMPREHENSIVE, AND CONTINUING
TRANSPORTATION PLANNING AMONG
THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
THE CITY OF ARCHDALE, CITY OF HIGH POINT, CITY OF LEXINGTON, CITY
OF THOMASVILLE, CITY OF TRINITY, COUNTY OF DAVIDSON, COUNTY
OF FORSYTH, COUNTY OF GUILFORD, COUNTY OF RANDOLPH, TOWN OF
DENTON, TOWN OF JAMESTOWN, TOWN OF WALLBURG AND THE NORTH
CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH
THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

Article I. Purpose of the Agreement

The purpose of this agreement is to provide the organizational structure needed to fulfill the requirements of 23 U.S.C. §134, §135, §217(g) and §315; 42 U.S.C. §7410 et seq; 49 U.S.C. §5303-5306; 49 CFR 1.48(b) and 1.51; G.S. §136-66.2 and G.S. §136-200 through §136-202, inclusive. The provisions of the North Carolina General Statutes are intended to supplement the provisions of Federal Law. If provisions of the General Statutes conflict with the requirements of Federal Law, then the provisions of Federal Law shall control.

Article II. Roles and Responsibilities

The Metropolitan Planning Organization is responsible for carrying out a transportation planning process in accordance with U.S.C. §134, any subsequent amendments to that statute, and any implementing regulations as follows:

- Developing and approving a long-range transportation plan for the Metropolitan Planning Area,
- Amending the Metropolitan Transportation Plan to reflect changing conditions,
- Making a determination that the long-range transportation plan conforms to the intent of the North Carolina State Air Quality Implementation in parts of its Metropolitan Planning Area that are classified as nonattainment or maintenance for transportation related National Ambient Air Quality Standard,
- Developing and approving a transportation improvement program,
- Amending the transportation improvement program to maintain consistency with the North Carolina State Transportation Improvement Program,
- Making determination that the metropolitan transportation improvement program conforms to the intent of the North Carolina State Air Quality Implementation in parts of its Metropolitan Planning Area that are classified as nonattainment or maintenance for transportation related National Ambient Air Quality Standard,

- Reviewing, approving, and endorsing a Prospectus for transportation planning that defines work tasks and responsibilities of the agencies participating in the transportation planning process,
- Developing and maintaining an annual budget (the Unified Planning Work Program) intended to produce a transportation plan and transportation improvement program,
- Review, approve, and endorse changes to the Federal Highway Administration Functional Classification System, the Metropolitan Area Boundary, and the Adjusted Urbanized Area Boundary if adopted,
- Approving and distributing any federal funds designated for the High Point Metropolitan Planning Organization under current, and future, transportation authorization(s),
- Adopting the bylaws and procedures necessary for the day-to-day operation of the Metropolitan Planning Organization, and
- Other transportation related activities necessary to meet the obligations stated above.

G.S. §136-66.2 makes metropolitan planning organizations in North Carolina responsible for:

- Developing a transportation plan in accordance with 23 U.S.C §134, and
- Representing the interests of member governments to the North Carolina Department of Transportation.

Section 2.01 Definitions

This section defines words and terms that have special meanings in the context of this Memorandum that may be different from their definition in common use.

An *ex officio* member is a person whose membership is a result of the position they hold. Unless otherwise stated, in this Memorandum, *ex officio* members have all the rights and responsibilities of other members.

Section 2.02 Additional Rights and Responsibilities of Member Governments

Member governments shall coordinate zoning and subdivision approval in accordance with the adopted Metropolitan Transportation Plan. It is further agreed that these agencies will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

The Lead Planning agency serves as the recipient of federal planning funds under 23 U.S.C Section 104(f). The High Point Department of Transportation will serve as the Lead Planning Agency for transportation planning in the Planning area.

Section 2.03 Metropolitan Planning Area

The High Point Urban Metropolitan Planning Area consists of the High Point Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. In addition, this area also includes all of Davidson County not included in the Winston-Salem Urbanized Area.

This area is hereinafter referred to as the Planning Area.

Section 2.04 The Board of Directors (The Transportation Advisory Committee)

The Board of Directors, hereafter called the Transportation Advisory Committee (or TAC) is the policy board of the MPO. In 23 U.S.C. § 306(b), the TAC is the Metropolitan Planning Organization.

(a) Membership

The voting Membership of the Board of Directors will consist of one representative of each unit of local government that is a signatory to this agreement and the three Members of the Board of Transportation representing the NCDOT Operating Divisions included in the Planning Boundary. Each agency may also, at its sole discretion; appoint an alternate member to serve in the member's absence. Voting members, and alternates, must be elected or appointed officials.

The Federal Highway Division Administrator for North Carolina, or his designee, shall be an *ex officio* non-voting member of the Board of Directors. The executive director of the MPO shall also be an *ex officio* non-voting member of the TAC.

The TAC membership also includes one person representing public transportation.

This person to be determined by the other members.

The Board of Directors may add other, advisory non-voting, members at its discretion as defined in the Bylaws. Each voting member of the TAC shall have one vote as listed in the table below:

Jurisdiction	Votes
City of Archdale	1
City of High Point	1
City of Lexington	1
City of Thomasville	1
City of Trinity	1
Davidson County	1
Forsyth County	1

Guilford County	1
Randolph County	1
Town of Denton	1
Town of Jamestown	1
Town of Wallburg	1
NCDOT Division 7	1
NCDOT Division 8	1
NCDOT Division 9	1
Public Transportation	1
Total	16

(b) Duties

The TAC, in cooperation with the North Carolina Board of Transportation, shall carry out the urban transportation planning process specified in the U.S. Department of Transportation Regulations, or Program Manuals and shall develop the work programs, transportation plans, and transportation improvement programs and other documents specified in such regulations or manuals.

The TAC shall be the forum for *continuing, cooperative, and comprehensive* transportation decision-making by elected officials of general-purpose local government and shall function in conformance with the North Carolina Unified Public Engagement Process (UPEP) and its successor documents. The TAC's responsibilities include (1) ensuring that the Transportation Planning Process and the plans and improvement projects that emerge from that process are consistent with the policies and desires of local government, and (2) serving as a forum for resolving conflicts that arise during the development of the Transportation Plan, the Transportation Improvement Program and Transportation Projects.

The TAC shall review and approve a metropolitan transportation plan as required by federal law and general statute.

The TAC shall review and approve a metropolitan transportation improvement program as required by federal law and general statute.

The TAC shall review and approve the Unified Planning Work Program and Metropolitan Transportation Improvement Program and ensure they comply with the Transportation Plan.

The TAC shall review, approve, and endorse amendments to the Planning Work Program, the Metropolitan Transportation Plan, and the Metropolitan Transportation Improvement Program.

The TAC shall review, approve, and endorse changes to the Federal-Functional Classification System, Urban Area Boundary and Planning Area Boundary.

The TAC shall review, approve, and endorse a Prospectus for transportation planning defining the work tasks and responsibilities for the agencies participating in the transportation planning process.

The TAC shall review and approve related air quality planning in conformance with federal regulations.

The TAC shall provide policy direction to the technical coordinating committee and the executive director of the MPO as they develop products for the MPO.

TAC members shall have the responsibility for keeping boards of general-purpose local government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of these boards; and ensuring meaningful citizen participation in the transportation planning process.

Section 2.05 The Technical Coordinating Committee

Transportation Planning is a specialized field. To give the TAC access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee, hereinafter referred to as the TCC, shall be established with the responsibility of advising the TAC Board of Directors on the technical aspects of the transportation planning process, performing any technical analysis necessary to support transportation planning, and for making recommendations to the TAC and local and State governmental agencies regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Metropolitan Transportation Plan, planning citizen participation, and documentation reports on the transportation study. In addition, the TCC may prepare MPO comments on other elements of the transportation project development process (*e.g.*, Feasibility Studies, NEPA documents, and the NEPA Merger Process).

(a) Membership

Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the planning area.

Initially, the membership shall include the following or their official designee:

Jurisdiction	Votes
City of Archdale (appointed by the City Manager)	1

Jurisdiction	Votes
City of High Point	
Director of Transportation	1
Director of Planning	1
MPO Administrator	1
Manager of High Point Transit System	1
City of Lexington (Appointed by the City Manager)	1
City of Thomasville	
(Appointed by the City Manager)	1
(Appointed by the City Manager)	1
City of Trinity (appointed by the City Manager)	1
Davidson County-Director of Planning	1
Forsyth County-Director of Planning	1
Guilford County-Director of Planning	1
Randolph County-Director of Planning	1
Town of Denton	1
Town of Jamestown (appointed by the City Manager)	1
 Town of Wallburg	 1
NCDOT Division 7-Division Engineer	1
NCDOT Division 8-Division Engineer	1
NCDOT Division 9-Division Engineer	1
NCDOT Manager - Transportation Planning Branch	1
NCDOT Director of Public Transportation	1
USDOT – FHWA North Carolina Division Administrator (<i>ex officio</i> – nonvoting)	0
USDOT – Federal Transit Administration, Region IV Director of Planning Assistance (<i>ex officio</i>-nonvoting)	0
Piedmont Authority for Regional Transportation – Executive Director	1
Total	23

Other local agencies, upon filing a request, will be informed of all meetings of the TCC and may attend meetings. The TCC may add members in accordance with its adopted Bylaws.

(b) Duties

The TCC is responsible for general review, guidance, and coordination of the transportation planning process for the planning area and making recommendations to the respective local and State governmental agencies and the TAC regarding any necessary actions relating to the

continuing transportation planning process. The TCC shall be responsible for developing, reviewing, and recommendation for approval of the Prospectus for Transportation Planning, the Metropolitan Transportation Improvement Program, Federal-Aid Urban System and Boundary, the Metropolitan Transportation Plan, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 2.06 Executive Director

Administrative coordination for the TAC and the TCC will be performed by an Executive Director. The Executive Director shall be the Transportation Planning Administrator for the City of High Point and shall report to the High Point Director of Transportation.

The Executive Director:

- Is *ex officio* the Secretary of the Board of Directors (the TAC),
 - Arranges meetings and agendas,
 - Maintains minutes and records,
- Is *ex officio* the Secretary of the TCC,
 - Arranges meetings and agendas,
 - Maintains minutes and records,
- Prepares the Prospectus,
- Prepares the Unified Planning Work Program
- Prepares a Metropolitan Transportation Improvement Program in accordance with Federal and State regulations and requirements,
- Develops a Metropolitan Transportation Plan in accordance with Federal and State regulations,
- Maintains the Transportation Plan,
- Executes the Transportation Planning process in accordance with Federal and State laws and regulations,
- Prepares invoices and progress reports in accordance with federal, state, and local requirements,
- Structures the public involvement process needed to ensure that the UPWP, transportation plan, transportation improvement program, and any transportation conformity determinations meet federal requirements,
- Consults with the Board of Directors and the TCC regarding the best approaches to performing the duties listed above, and
- Serves as the MPO's ethics liaison for compliance with N.S.G.C Ch. 138A.

Article III. Payment Schedule

All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC. Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the City of High Point who will execute appropriate agreements with funding agencies as provided by the Unified Planning Work Program.

The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory general purpose local governments will contribute to the local match requirement based on their percentage of the population within the planning area at the most recent decennial census. Member governments may also be asked to contribute additional local funding for projects wholly within their municipal limits.

Article IV. Duration of the Agreement

This agreement remains in effect until the High Point MPO is redesignated under 23 U.S.C. §134(d) (5), or the agreement is voided by mutual consent.

The document may be amended or voided by two thirds vote of the TAC.

Agencies subscribing to this Memorandum of Understanding may terminate their participation in the Continuing Transportation Planning Process by giving thirty days written notice to other parties prior to the date of termination.

Article V. Signatures

In witness whereof, the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the other parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Archdale by its Mayor, the City of High Point by its Mayor, the City of Lexington by its Mayor, the City of Thomasville by its Mayor, the City of Trinity by its Mayor, the Town of Denton by its Mayor, the Town of Jamestown by its Mayor, the Town of Wallburg by its Mayor Davidson County by its Chairman of the Board of Commissioners, Forsyth County by its Chairman of the Board of Commissioners, Guilford County by its Chairman of the Board of Commissioners, Randolph County by its Chairman of the Board of Commissioners, and the Department of Transportation by the Secretary of Transportation. This _____ day of _____, ____.

(Seal)

CITY OF HIGH POINT

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

CITY OF THOMASVILLE

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

CITY OF ARCHDALE

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

CITY OF LEXINGTON

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

CITY OF TRINITY

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

TOWN OF JAMESTOWN

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

DAVIDSON COUNTY

_____ By _____
Clerk Chairman

Resolution Date _____

(Seal)

FORSYTH COUNTY

_____ By _____
Clerk Chairman

Resolution Date _____

(Seal)

GUILFORD COUNTY

_____ By _____
Clerk Chairman

Resolution Date _____

(Seal)

RANDOLPH COUNTY

_____ By _____
Clerk Chairman

Resolution Date _____

(Seal)

TOWN OF DENTON

_____ By _____
Clerk Mayor

Resolution Date _____

(Seal)

TOWN OF WALLBURG

_____ By _____
Clerk Mayor

Resolution Date _____

NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

(Seal)

By _____

Secretary of Transportation

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Grant Application Resolution	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A - Resolution	

PURPOSE: The Public Services Department will be competing for grant funding to implement treatment for emerging compounds at the Piedmont Triad Regional Water Authority plant. Submission for grant funding requires the City Council to adopt a resolution. The first round of submittals are due on October 2, 2023, and must contain a copy of the adopted resolution to be considered for funding. Funding opportunities are through the Division of Water Infrastructure.

BACKGROUND: During its Fall 2023 funding round, the North Carolina Department of Environmental Quality's Division of Water Infrastructure is offering Emerging Contaminants funding, available to local government units, non-profit water corporations and investor-owned drinking water companies for planning or construction projects addressing Per- and Polyfluoroalkyl Substances (PFAS) in water or wastewater systems. DEQ is utilizing federal funding to help public water systems address PFAS in advance of the EPA's proposed National Drinking Water Regulation.

Funding is available to assist eligible drinking water systems in planning how to address PFAS contamination. Planning can be in the form of assessment studies, pilot testing treatment technologies, design and alternatives analysis for future construction projects, pre-construction planning projects, etc., following the guidance of the Division of Water Resources' Public Water Supply Section. Funding is also available to assist eligible applicants with construction projects to address PFAS contamination.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends adopting this resolution to allow complete application submittal for various funding opportunities.



CITY OF HIGH POINT RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HIGH POINT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD Small Cities (States) CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The City of High Point has need for and intends to implement a construction project described as PTRWA Emerging Compound Treatment, and

WHEREAS, The City of High Point intends to request State grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE City of High Point OF THE Public Services Department:

That the City of High Point, the **Applicant**, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Tasha Logan Ford, City Manager, the **Authorized Representative**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18th day of September, 2023 at High Point, North Carolina.

[SEAL]

Jay W. Wagner, Mayor

Sandra Keeney, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of High Point, NC does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the City of High Point, NC duly held on the 18th day of September, 2023; and, further, that such
resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS
WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Sandra Keeney

City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution – Lease Agreement for First Baptist Church – 405 N. Main, 407- 415 N. Main, 149 Church Avenue, High Point NC	
FROM: Eric Olmedo, Assistant City Manager	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: August 18, 2023
ATTACHMENTS: Resolution	

PURPOSE:

Council is requested to approve a resolution authorizing the City to enter into a lease agreement with First Baptist Church (the “Tenant”), for City owned property located at 405 N. Main, 407-415 N. Main and 149 Church Avenue (“Property”).

BACKGROUND:

The City will be completing the purchase of the property on September 22, 2023. The term of the lease is for twenty four (24) months, for monthly installments of \$5,000. The Tenant will use the property for church related activities.

BUDGET IMPACT:

Lease payments of \$5,000 per month, for a total of \$120,000, will be collected by the City.

RECOMMENDATION /ACTION REQUESTED:

Staff recommends adoption of the resolution and approval of the lease agreement for 405 N. Main, 407-415 N. Main and 149 Church Avenue and authorize the appropriate City Official(s) to execute all necessary documents.



**PUBLIC NOTICE
LEASE OF CITY OWNED
PROPERTY**

The High Point City Council intends to authorize a Lease with First Baptist Church ("Tenant") for the term of two years for the building and grounds commonly known as 405 North Main Street, 407-415 North Main Street, and 149 Church Avenue, High Point, NC. Tenant will pay a rental fee of \$5,000.00 per month.

All persons interested in this matter are invited to attend the regular meeting of the City Council to be held in the Council Chambers, City Hall, 211 South Hamilton Street, High Point, NC, at 5:30 p.m. on September 18, 2023. At that time the Council intends to authorize the Lease for the property described above.

Aug. 18, 2023

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE LEASE OF PROPERTY**

WHEREAS, the City of High Point (“City”) is under contract to purchase the property located at 405 North Main Street, 407-415 North Main Street, and 149 Church Avenue, High Point, North Carolina, (“Property”), and the purchase closing transaction has been scheduled for September 22, 2023; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City to enter into lease agreements for City owned property that will not be needed by the City for the term of the lease, pursuant to a resolution of the council authorizing the execution of the lease adopted at a regular council meeting upon 30 days’ public notice; and

WHEREAS, upon the closing on September 22, 2023, the Trustees of First Baptist Church desire to lease the Property from the City for two (2) years and have agreed to lease payments of \$5,000.00 per month for the lease term; and

WHEREAS, the City finds that the Property will not be needed by the City for the term of the lease agreement; and

WHEREAS, the City Council convened in a regular meeting on the date so noted below.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the lease agreement for the Property located at 405 North Main Street, 407-415 North Main Street, and 149 Church Avenue, High Point, North Carolina, for a lease term of two (2) years, for lease payments of \$5,000.00 per month, and hereby authorizes the City Manager or designee to execute any instruments as necessary.

Adopted, this the 18th day of September, 2023.

City of High Point

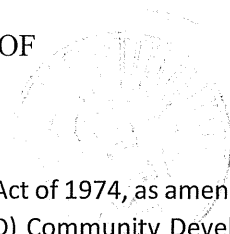
Jay W. Wagner
Mayor

Attested to:

Sandra Keeney, City Clerk

CITY OF HIGH POINT RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HIGH POINT



WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD Small Cities (States) CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The City of High Point has need for and intends to implement a construction project described as PTRWA Emerging Compound Treatment, and

WHEREAS, The City of High Point intends to request State grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE City of High Point OF THE Public Services Department:

That the City of High Point, the **Applicant**, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

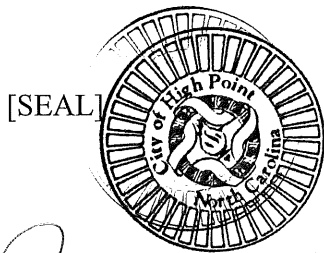
That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

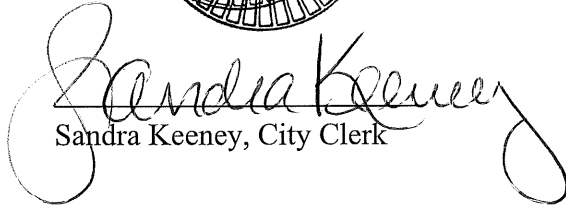
That Tasha Logan Ford, City Manager, the **Authorized Representative**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

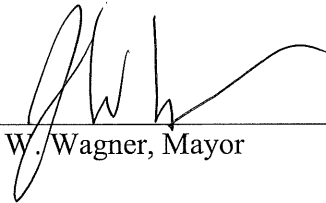
That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18th day of September, 2023 at High Point, North Carolina.

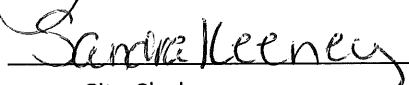



Sandra Keeney, City Clerk


Jay W. Wagner, Mayor

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of High Point, NC does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the City of High Point, NC duly held on the 18th day of September, 2023; and, further, that such
resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS
WHEREOF, I have hereunto set my hand this 19 day of September, 2023.


Sandra Keeney

City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Mimecast Services Annual Renewal	
FROM: Adam Ward, Assistant Director, Information Technology Services	MEETING DATE: September 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY:
ATTACHMENTS: SHI, Inc. Quote, Formal Bid Recommendation Form	

PURPOSE:

Annual renewal of subscription-based services provided by Mimecast.

BACKGROUND:

Information Technology Services originally implemented Mimecast in 2019. Mimecast provides email security, archiving, and continuity services to the City via Mimecast's cloud subscription service. To further expand on email security, Mimecast provides protection from malicious URLs, weaponized attachments, phishing attacks, and impersonation attempts.

BUDGET IMPACT:

The City of High Point will use existing funds from FY 2023-24 to renew the subscription to and support of Mimecast services via SHI, Inc. The purchase will occur under Omnia Partners – IT Solutions Purchasing Contract Number 2018011-02. The cost to renew is \$95,573.54.

RECOMMENDATION /ACTION REQUESTED:

The Department of Information Technology Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: 9/18/2023

BID NO.:

CONTRACT NO.:

DATE OPENED:

DESCRIPTION:

Information Technology Services originally implemented Mimecast in 2019. Mimecast provides email security, archiving, and continuity services to the City via Mimecast's cloud subscription service. To further expand on email security, Mimecast provides protection from malicious URLs, weaponized attachments, phishing attacks, and impersonation attempts.

PURPOSE:

Annual renewal of subscription based services provided by Mimecast.

COMMENTS:

The City of High Point will use existing funds from FY 2023-24 to renew the subscription to and support of Mimecast services via SHI, Inc. The purchase will occur under Omnia Partners – IT Solutions Purchasing Contract Number 2018011-02. The cost to renew is \$95,573.54.

RECOMMEND AWARD TO:

SHI, Inc.

AMOUNT:

95,573.54

JUSTIFICATION:

The subscription and support agreement referenced in this document are pre-existing. This acquisition, is a renewal of those services.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101241	527216			\$95,573.54
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Steve Lingerfelt

Digitally signed by Steve Lingerfelt
Date: 2023.08.24 14:56:32 -04'00'

DATE:

8/24/2023

The Purchasing Division concurs with recommendation submitted by the

and recommends

award to the lowest responsible, responsive bidder

in the amount of \$

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:



Pricing Proposal
Quotation #: 23584237
Created On: 6/13/2023
Valid Until: 9/28/2023

NC-City of High Point

Inside Account Manager - Public Sector

Allen Eudy

211 S Hamilton St
High Point, NC 27261
UNITED STATES
Phone: 336-883-3698
Fax:
Email: allen.eudy@highpointnc.gov

Melissa Majewski

290 Davidson Ave
Somerset, NJ 08873
Phone: 888-744-4084 ext. 8686223
Fax:
Email: melissa_majewski@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Mimecast 365 Protect Plus Mimecast - Part#: M_M365-PROTECT-PLUS_1000_A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2023 – 9/27/2024 Note: Software, ESD	1600	\$42.31	\$67,696.00
2 Mimecast A1 Mimecast - Part#: M_A1_1000_A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2023 – 9/27/2024 Note: Software, ESD	1600	\$15.26	\$24,416.00
3 Advanced Support Mimecast - Part#: M_ADV-SP_A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2023 – 9/27/2024 Note: Software, ESD	1	\$3,461.54	\$3,461.54
			*Tax \$0.00
			Total \$95,573.54

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Mimecast has a no returns policy.

Please Note: all MIMECAST maintenance/subscriptions are auto-renewed and require cancellation prior to 30 days of the executed renewal date.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Hamilton Ave Stormwater and Utility Upgrades	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: A. Freese & Nichols, Inc Proposal of Services	

PURPOSE: The purpose is to approve a task order with Freese & Nichols, Inc. to update plans, specs and bid documents, apply for permitting requirements and create easement exhibits for acquisition to move into the construction phase of the project.

BACKGROUND: Freese and Nichols, Inc. was retained to design utility and stream improvements in the Hamilton-Montlieu area of the city. This design was completed in 2020, but construction funds were unavailable. The scope of services include updating the design plans to reflect any changes to site conditions since 2020, environmental permitting, design updates, traffic control design, and creating easement exhibits for construction.

BUDGET IMPACT: Funding is available in the FY 2023-2024 capital budget.

RECCOMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of Freese & Nichols to update existing plans, apply for permitting and create easement exhibits for construction purposes as a task order to the on-call master agreement in the amount of \$159,000.00.



VICINITY MAP
NOT TO SCALE



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Freese and Nichols, Inc. was retained to design utility and stream improvements in the Hamilton-Montlieu area of the city. This design was completed in 2020, but construction funds were unavailable. This scope of services is update the design plans to reflect any changes to site conditions since 2020, move forward to environmental permitting, design updates and traffic control design and create easement exhibits for construction.

PURPOSE:

The purpose of this additional scope of work is to provide updates to existing plans that have been shelved since 2020 due to funding issues.

COMMENTS:

Freese and Nichols, Inc. is part of the on-call professional services; therefore, this will be a supplemental agreement to the master agreement.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

Freese and Nichols, Inc. was the engineering firm on the original design work that was completed in 2022; therefore, we are retaining the same firm to update the existing plans to move towards construction.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
471739	533701	471201023305	40207	\$159,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by Robby Stone
Date: 2023.08.14 13:59:26 -04'00' DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

**Attachment A
Scope of Services
City of High Point
Hamilton-Montlieu Area
Monroe Place Utility and Stream Improvements**

In 2020, Freese and Nichols, Inc. (FNI) completed design services of utility and stream improvements in the Monroe Place sub area as identified in a previous watershed planning study of the Hamilton-Montlieu Area of the City of High Point (City). This area includes portions of Richardson Avenue, Monroe Place, E Ray Avenue, N Wrenn Street, Hamilton Street, Steele Street, and the stream through the Oakwood Cemetery. The City would like to move forward and have the improvements constructed. FNI will assist the City with combining the two design projects into one bid and construction package and revising the design to accommodate new infrastructure in the project area, and provide traffic control planning, permitting, and easement preparation services.

A detailed scope of work is provided below:

BASIC SERVICES

A. Project Management

1. Project Management Plan (PMP): FNI will prepare a written project work plan, which outlines the project scope and protocol for conducting the Project. The PMP will include the following items:
 - a. Objectives of project
 - b. Scope of services
 - c. Schedule
 - d. Deliverables
 - e. Review Schedules
 - f. Project team directory
 - g. Inventory of baseline information and data

FNI will track the budget and schedule on a monthly basis. FNI will meet with OWNER'S project manager monthly for up to ten (10) months to update the schedule, progress of work and potential changes to the scope of work.

2. Kickoff Meeting: Conduct a kickoff meeting with Owner to discuss required updates or revisions to the plans including adding tracing wire for all utilities, restriction of work during and roadway resurfacing prior to the bi-annual furniture market, and work restrictions requirements for events at the Oakwood Cemetery.
3. Perform quality assurance and quality control (QA/QC) reviews for the Project. QA reviews will be performed following the completion of the design updates and during construction. A QC review will be performed following the completion of the design updates.

B. Design Updates

FNI will provide the following to prepare the plans and specifications for permit submittal, bidding

and construction.

1. Conduct one site visit to identify any changes to existing conditions since 2020 and/or any conflicts with dry utilities that need to be resolved prior to construction. Based on the findings of this field visit, FNI will update the plans and specifications accordingly and coordinate relocation of conflicts with the appropriate local dry utility companies.
2. Combine the plans and specifications for the two projects into one construction package and develop a project-wide traffic control plan for road closures and detours to minimize disruption to local businesses. In addition, provide traffic marking plans for roadway resurfacing. Coordinate a review meeting with the City to discuss project details including construction and traffic control scheduling / phasing.
3. Based on the City's comments and coordination, FNI will prepare final construction plans, specifications, contract documents, and updated opinion of probable construction cost for the project. The plans and specifications will be used for the Bidding and Construction Phase.

C. Permitting

FNI will assist the City in acquiring the necessary permits and approvals for construction of the project. The City will pay fees associated with the permits. The following are anticipated:

1. Erosion Control Permitting – An erosion control permit will be required for the project. FNI will include erosion control measures and details in the plans as necessary. FNI will submit a permit application to the DEQ Division of Energy, Mineral, and Land Resources, and will coordinate with the agency to address questions and comments until approval of the application.
2. USACE Section 404 Permitting – It is anticipated that the project will be designed to fall within the requirements of a Nationwide 13 (Bank Stabilization) permit. The project area is located in the High Point Lake watershed (WS-IV classification); therefore, a pre-construction notice (PCN) is anticipated. If it is determined that an individual permit is required, FNI will notify the Owner immediately and can, if requested, complete an individual permit application as an additional service.
3. North Carolina Historic Preservation Office (NCHPO) Coordination – The project area is located within the Oakwood Cemetery historic district (NCHPO ID GF1583) and is proposing excavation in areas adjacent to known burial locations. The cemetery may also have unmapped burial locations within or adjacent to the project area. A project review will be requested from the NCHPO to determine if any additional cultural resources coordination will be required. Phase I or II cultural resources studies are not included in this scope of services.

D. Easement Services

FNI will provide exhibits and legal descriptions for each easement necessary for project construction. The City will pay the fees and costs associated with negotiating, obtaining and recording the easements.

1. Easements - Prepare up to fifteen (15) exhibits and boundary easement descriptions for each tract that the proposed infrastructure, as applicable, will cross. Easements will be signed and sealed by a Registered Professional Land Surveyor in the State of North Carolina. Legal descriptions will include sufficient information to identify the location, boundaries, monumentation, and area of

the described tract, as well as its relationship to the parent tract out of which it is surveyed. Each legal description will be accompanied by an exhibit plat which depicts the worded description.

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

1. Final Design - Within 60 days of Notice to Proceed (NTP).
2. Permit Submittals - Within 30 days of receipt of the City's Comments on Final Design. Permit approval times will vary.
3. Easement Documents - Within 30 days of receipt of the City's Comments on Final Design.

COMPENSATION: FNI proposed to provide the BASIC SERVICES as described herein for the not to exceed fee of One Hundred and Fifty Nine Thousand Dollars (\$159,000).

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR
REGISTER'S CREEK LIFT STATION AND WASTERWATER TREATMENT**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the City of Greensboro ("Greensboro") is a local political subdivision of the State, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, individually referred to as "Party" or collectively "Parties," and

WHEREAS, High Point owns and operates the Registers Creek Lift Station, located at 4903 Bisbee Drive, Greensboro, NC 27407 ("Registers Creek Lift Station"), which the North Carolina Department of Environmental Quality Division of Water Resources, under the National Pollutant Discharge Elimination System, has permitted capacity to accept and treat up to 4.2 million gallons per day ("MGD") of wastewater; and

WHEREAS, High Point has requested and Greensboro has agreed to provide thirty percent (30%) of the total construction cost for Register's Creek Lift Station, in exchange for allowing Greensboro to utilize up to thirty percent (30%) of the permitted capacity, which is up to 1.26 MGD of the Registers Creek Lift Station permitted capacity; and

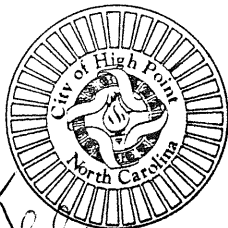
WHEREAS, the City and Greensboro have agreed to cooperate with each other for the City's provision of wastewater collection services for the territorial jurisdiction of Greensboro; and

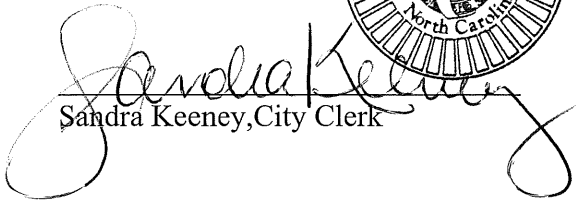
WHEREAS, the City finds that it is in the best interest to the public safety and welfare of its citizens to enter into an interlocal agreement with Greensboro for the provision of wastewater collection services within a portion of the territorial jurisdiction of Greensboro.

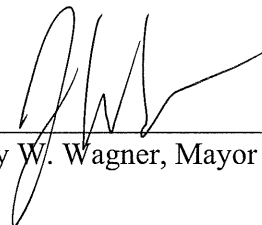
THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves an Interlocal Agreement between the City and Greensboro for the provision of wastewater collection services within a portion of the territorial jurisdiction of Greensboro.

Adopted this the 18th day of September, 2023.

ATTEST:




Sandra Keeney, City Clerk


Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Easement Dedications to NCDOT – 4515 Johnson Street – Sports Complex	
FROM: Kim Thore, Right of Way Coordinator	MEETING DATE: Monday, September 18, 2023
PUBLIC HEARING: Not Required	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Two Maps	

PURPOSE/BACKGROUND:

The North Carolina Department of Transportation (“NCDOT”) has requested the city grant temporary drainage (“TDE”) and temporary construction (“TCE”) easements along the front at the entrance of city-owned land located at 4515 Johnson Street – Sports Complex (Parcel No. 205164). The temporary easements are needed for the widening project at Johnson Street and Sandy Ridge Road. The easement consists of the following:
Temporary Drainage Easements (TDE) 877 square feet (0.02 acre)
Temporary Construction Easement (TCE) 5,368 square feet (0.12 acre)

BUDGET IMPACT:

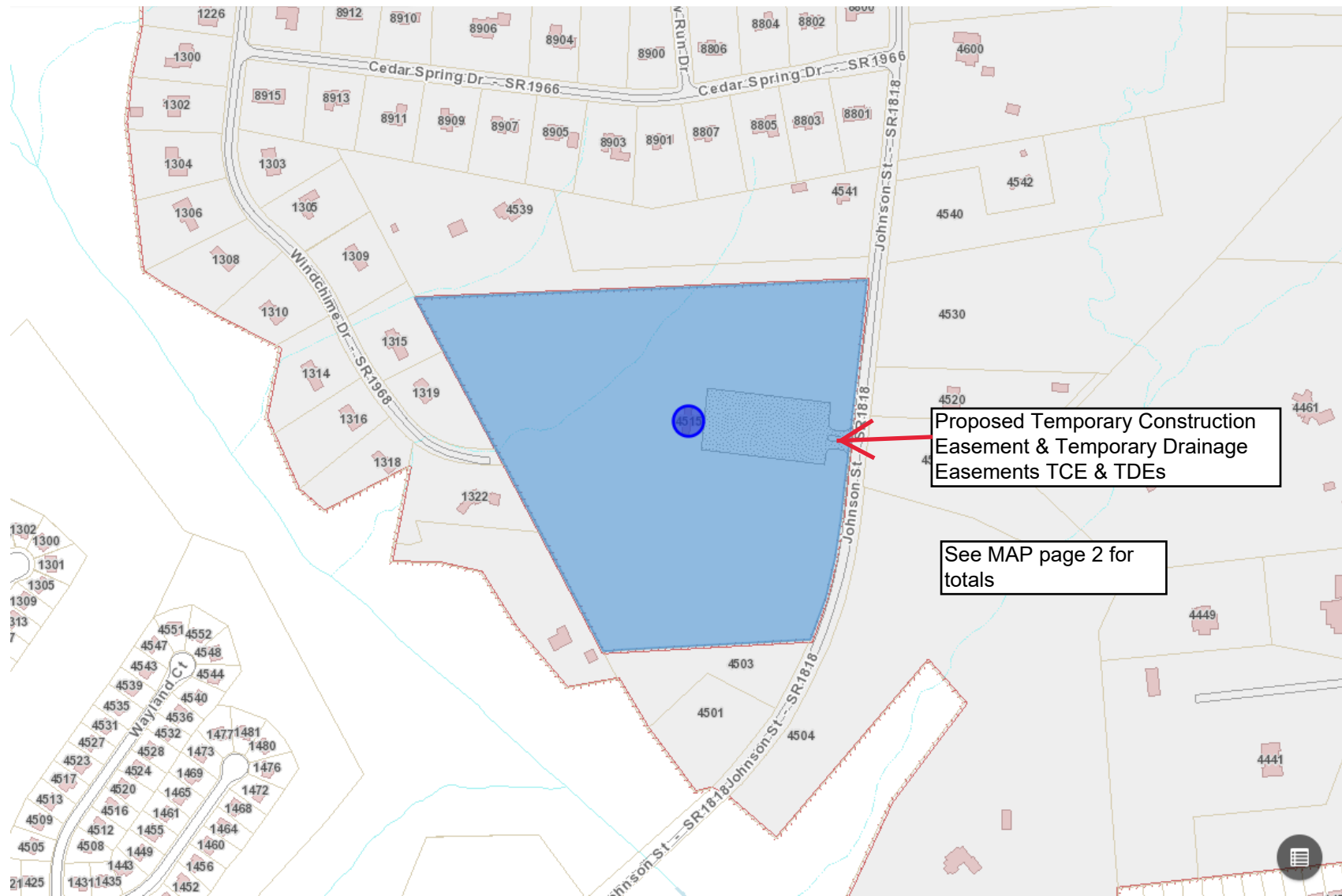
N/A

RECOMMENDATION/ACTION REQUESTED:

Council is requested to approval temporary easement dedications on property owned by the City, located at 4515 Johnson Street – Sports Complex.

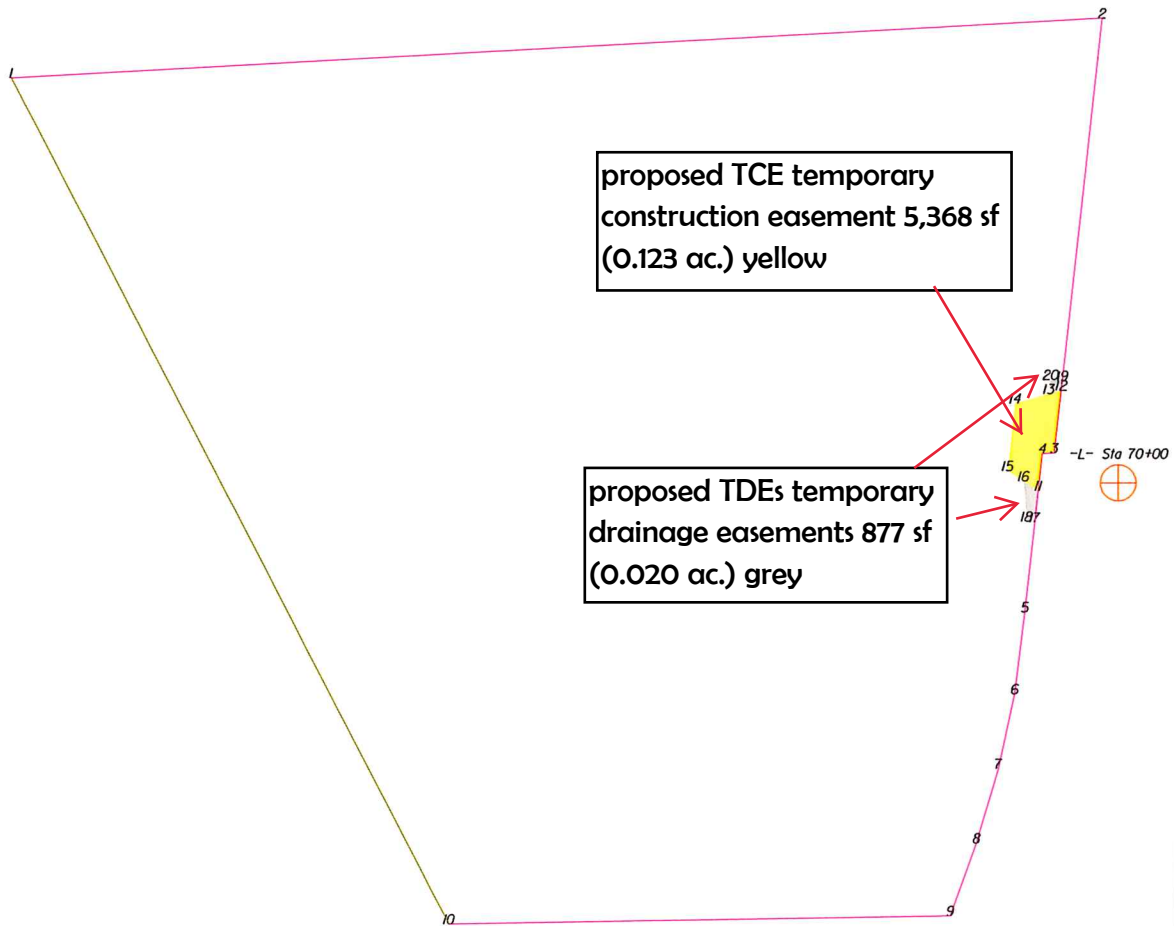


Dedication of Temporary Construction Easement and Temporary Drainage Easements to NCDOT for Sandy Ridge Rd./Johnson St. Widening Project - 4515 Johnson St. - Johnson St. Sports Complex	
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**Dedication of Easements to NCDOT : 4515 Johnson St. -
Johnson St. Sports Complex**

map page 2



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP HAS BEEN LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERROR MAY EXIST BETWEEN THE GRAPHICAL AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES. THIS MAP IS TO BE USED AS A GRAPHICAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IN NO WAY REPRESENTS AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
CITY OF HIGH POINT	09-6-2022
PARCEL * 021	S:\CADD\U4758\DDRAFT\U4758_dwg
DB 4506 PG 66I	UNKNOWN SCALE

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution to Sale City Owned Properties – 1124 Adams St. & 1210 Kimery Dr.	
FROM: Kim Thore, Right of Way Coordinator	MEETING DATE: Monday, September 18, 2023
PUBLIC HEARING: Not Required	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Resolution & Two Maps	

PURPOSE/BACKGROUND:

BMS Investment Properties, LLC has offered a bid of \$27,000 for two city-owned vacant lots (“Properties”) at:

<u>Address:</u>	<u>Guilford Parcel #</u>	<u>Square feet</u>	<u>(Acre)</u>
1124 Adams St.	187616	7,405	(.17)
1210 Kimery Dr	183435	6,098	(.14)

BUDGET IMPACT:

N/A

RECOMMENDATION/ACTION REQUESTED:

Council is requested to adopt a resolution accepting the offer of \$27,000 and authorizing the sale of the Properties through the upset bid procedure of N.C.G.S. §160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. §160A-269.



**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR SALE OF CITY PROPERTIES
LOCATED AT:
1124 ADAMS ST., & 1210 KIMERY DR., HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns vacant lots located at 1124 Adams St. consisting of approximately 7,405 square feet (0.17 acre) in size and more particularly described as Guilford County Tax Parcel 187616; at 1210 Kimery Dr. consisting of 6,098 square feet (0.14 acre) in size and more particularly described as Guilford County Tax Parcel 183435 (“Properties”); and

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

WHEREAS, BMS Investment Properties, LLC has offered a bid of twenty seven thousand dollars (\$27,000.00) for the Properties and paid the amount of one thousand three hundred fifty dollars (\$1,350.00), the required five percent (5%) deposit on his offer.

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

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

subject to upset if a qualifying higher bid is received. The City will credit the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

- the City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed; and
- the buyer must pay balance with cash, cashier's check, or certified check at the time of closing.

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

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Properties to BMS Investment Properties, LLC.

Adopted this the 18th day of September 2023.

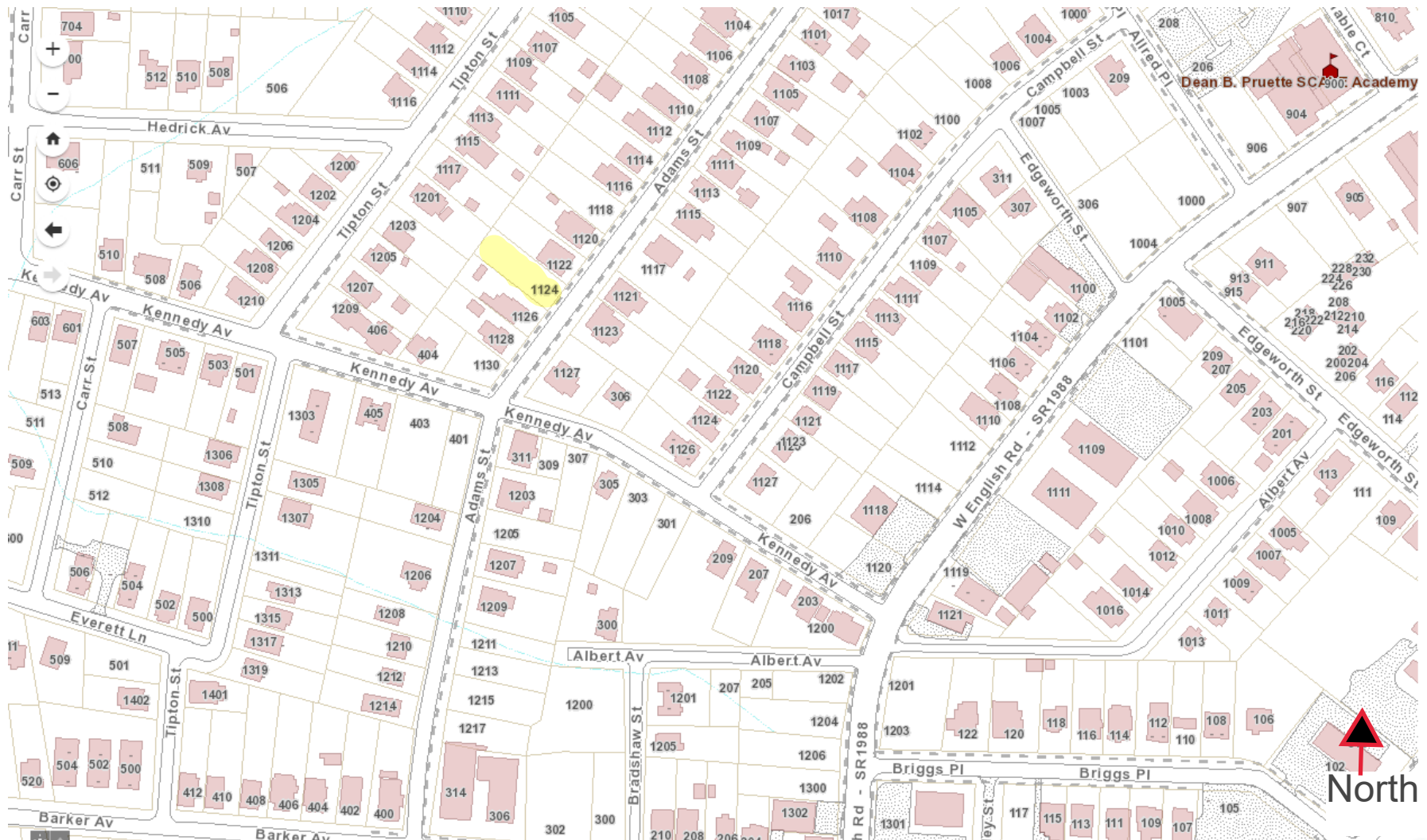
ATTEST:

CITY OF HIGH POINT

Sandra Keeney, City Clerk

Jay W. Wagner, Mayor

Sale of City Property - 1124 Adams Street (see separate map for other property)



This is an aerial map of a residential neighborhood in St. Louis, Missouri. The map displays property boundaries and addresses. The central focus is the intersection of Montileu Av - SR1471 and Kimery Dr. A yellow highlight is placed on the property at 1210 Kimery Dr. The map includes street names such as Williams Av, Gordon St, and Cleveland St. A north arrow is located in the bottom right corner.

North

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Real Property Acquisition – 1109 W. Green Drive, High Point NC	
FROM: Thanena Wilson, Director Community Development and Housing	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: 1) Area Map 2) Offer to Purchase	

PURPOSE:

To continue revitalization of the Southside Neighborhood and southwest corridor of the Core City, staff is proposing purchase of 1109 W. Green Drive, High Point, NC. The intended use will be development of affordable housing on the site.

BACKGROUND:

The house currently on the property sustained heavy fire damage in September of last year and has been in disrepair since that time. The plan will be to demolish the structure and maintain the property for future development.

BUDGET IMPACT:

The purchase price is \$26,000, and there are sufficient funds in the FY2023-24 budget for the expenditure.

RECOMMENDATION /ACTION REQUESTED:

Community Development and Housing staff recommends approval of acquisition of 1109 W. Green Drive, High Point, NC, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



OFFER TO PURCHASE AND CONTRACT

City of High Point, a North Carolina municipal corporation, as Buyer, hereby offers to purchase and **Larry McKinney**, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

- 1. REAL PROPERTY:** Located in the City of High Point, County of Guilford, and State of North Carolina, being known as and more particularly described as:
Street Address: 1109 W. Green Drive, High Point, NC Tax Parcel # 172846
Legal Description: Lots 7 & 8, of Block G, John Gurley Plat, Recorded in Plat Book 2, Page 90 recorded in the Office of the Register of Deeds of Guilford County, North Carolina.
☒ All ☐ A portion of the property in Deed Reference: Book 6973 Page 558 recorded in the Office of Register of the Deeds of Guilford County, North Carolina
- 2. FIXTURES:** All doors including crawl space and all windows including storage building or garage must remain intact. All structures must be secured to prevent unauthorized entry up to and at the time of closing.
- 3. PERSONAL PROPERTY:** The following personal property is included in the purchase price: none
- 4. PURCHASE PRICE:** The purchase price is \$26,000.00 and shall be paid in cash at closing
- 5. CONDITIONS:**
 - (a) Offer is contingent on City of High Point Council Approval for Funding and Purchase.
 - (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for proposed purposes.
 - (c) The Property must be in similar condition at Closing as on the date of this offer, reasonable wear and tear excepted.
 - (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
 - (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.
 - (f) If City is purchasing the Property for a specific need should any restrictions found to be associated with the use of the Property this OFFER TO PURCHASE AND CONTRACT shall be renegotiated, including without limitation the date of closing.
- 6. SPECIAL ASSESSMENTS:** Seller warrants there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements, or nuisance or demolition liens on, and no pending or confirmed owner association special assessments.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller (c) All late listing penalties, if any, shall be paid by Seller (d) Rents, if any, for the Property shall be prorated through the date of Closing. (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ None (if none state "none" or if non-applicable state n/a).

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement. Seller pays for excise tax (revenue stamps) required by law. Buyer shall pay for recording of the deed and preparation of documents necessary to perform Buyer's obligation under this agreement.

9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

10. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

11. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities, if applicable) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

12. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before **October 6, 2023** at a place designated by Buyer. The deed is to be made to **City of High Point, a North Carolina municipal corporation**.

13. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ Buyer Possession Before Closing Agreement is attached OR, ☐ Seller Possession After Closing Agreement is attached.

14. ☐ OTHER PROVISIONS AND CONDITIONS: If this box is checked: (ITEMIZE ALL ADDENDUM TO THIS CONTRACT AND ATTACH HERETO.)

15. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

16. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

17. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

18. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR or Broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

19. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party.

20. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

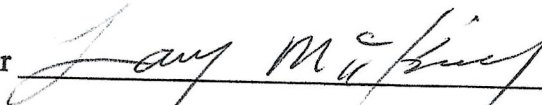
IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 7/27/23

Buyer 

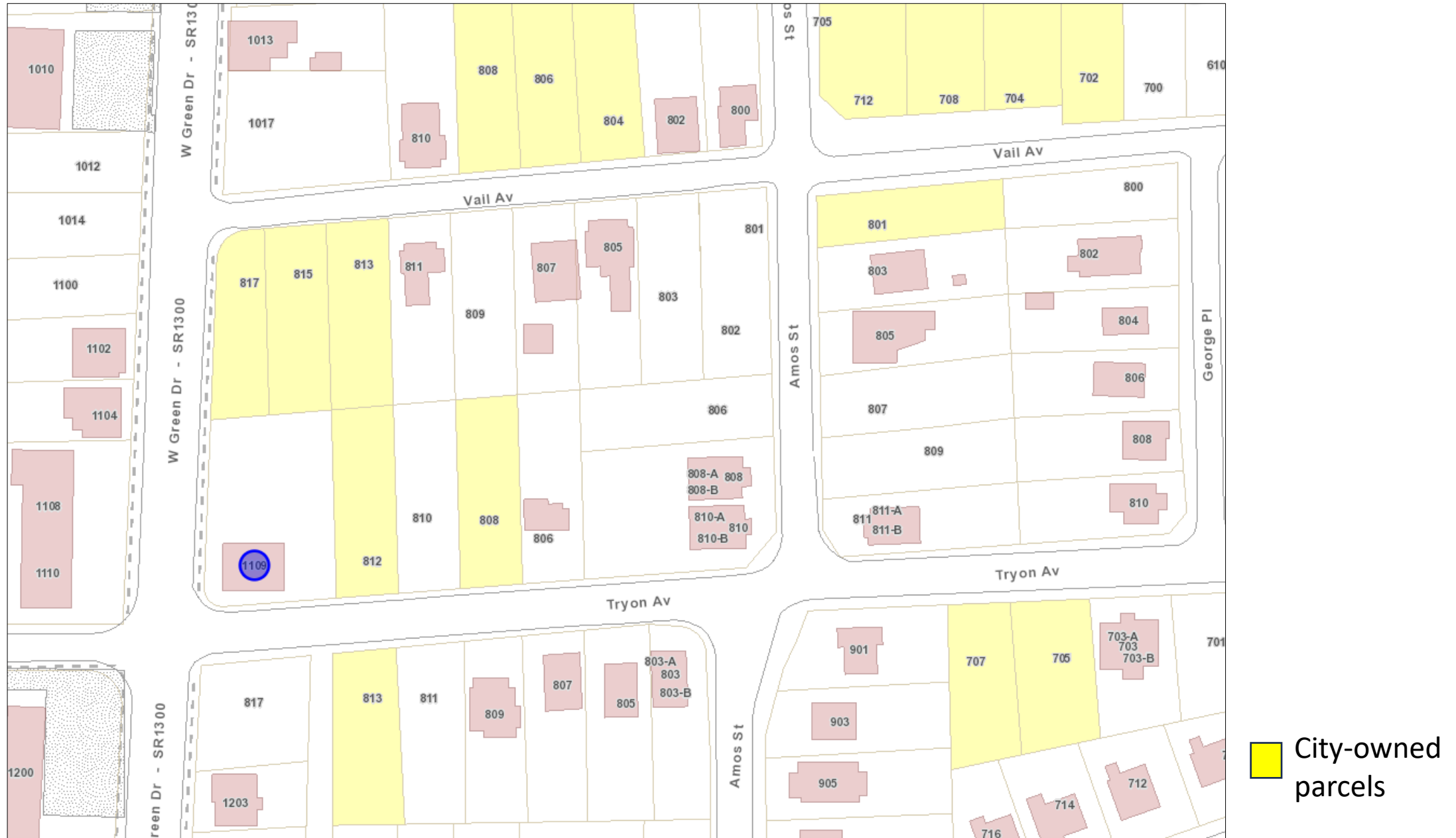
CITY OF HIGH POINT
Assistant City Manager, Eric Olmedo

Date: 7/31/23

Seller 

Larry McKinney

1109 W. Green Drive



1109 W. Green Drive



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**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE FIRST AMENDMENT TO
COMMERCIAL LEASE AGREEMENT OF PROPERTY LOCATED AT 300 A OAK
STREET HIGH POINT, NORTH CAROLINA**

WHEREAS, the City of High Point ("City") owns the property located at 300 A Oak Street, High Point, North Carolina, 27260 ("Property"); and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City to enter into lease agreements for City owned property that will not be needed by the City for the term of the lease, pursuant to a resolution of the council authorizing the execution of the lease adopted at a regular council meeting upon 30 days' public notice; and

WHEREAS, the City and G.L.R.S., L.L.C. ("Tenant") are parties to that certain Commercial Lease Agreement ("Lease Agreement") dated December 19, 2022, by which the City agreed to lease a portion of that certain real Property located at 300 A Oak Street, High Point, North Carolina 27260, as described in Deed Book 4569, Page 1355; and

WHEREAS, the City and the Tenant desire to amend the Lease Agreement to extend the term of the Lease Agreement; and

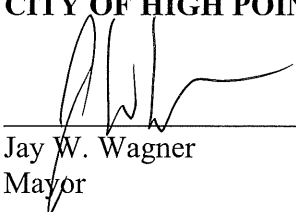
WHEREAS, the City finds that the Property will not be needed by the City for the term of the First Amendment to Commercial Lease Agreement, which will generate revenue of \$7,500.00 per month from lease payments; and

WHEREAS, the City Council convened in a regular meeting on the date so noted below.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the First Amendment to Commercial Lease Agreement for the Property located at 300 A Oak Street, High Point, North Carolina 27260, extending the term through June 20, 2024, for lease payments of \$7,500.00 per month, and hereby authorizes the City Manager or designee to execute any instruments as necessary.

Adopted, this the 18th day of September 2023.

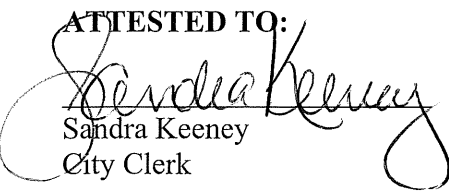
CITY OF HIGH POINT



Jay W. Wagner
Mayor



ATTESTED TO:


Sandra Keeney
City Clerk

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Ford F350 Dump Body Trucks	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE:

The Parks Department is currently using Ford F350 trucks with dump bodies that need replacement due to age and mileage. Using NC State Contract 070A, a 2024 Ford F350 truck with dump body has been recommended for Council approval.

BACKGROUND:

The Parks Department is currently using Ford F350 trucks with dump bodies. The dump trucks currently have over 110,000 miles on them and need replacement. The new 2024 Ford F350 with dump body has been demonstrated and will meet their needs. The price of \$70,698.80 is for the truck, training, and delivery. The price for two (2) trucks is \$141,397.60. The estimated delivery is 360+ days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends purchasing the new 2024 Ford F350 with flatbed dump bodies from Piedmont Truck Center. Recommendations also include declaring the old trucks as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 09/18/2023

BID NO.: NC State Contract CONTRACT NO.: 070A DATE OPENED:

DESCRIPTION:

Ford F350 truck with flat bed dump body.

PURPOSE:

The Parks Department is currently utilizing F350 trucks with dump bodies that need replacement due to age, hours, and condition.

COMMENTS:

The new Ford F350 truck is similar to the ones they are currently using and will meet their needs. The price of \$70,698.80 is for the truck, training, and delivery. The cost for two (2) trucks is \$141,397.60. The estimated delivery date is 365+ days.

RECOMMEND AWARD TO: Piedmont Truck Center AMOUNT: \$141,397.60

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the North Carolina State Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$141,397.60
TOTAL BUDGETED AMOUNT				\$141,397.60

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2023.08.17 08:31:25 -04'00' DATE: 08/17/2023

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

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.08.17 09:02:54 -04'00' DATE: 8/17/2023

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.08.17 09:52:08 -04'00' DATE: 8/17/23

CITY MANAGER: DATE:



PIEDMONT TRUCKS



2021-2023 STATE OF NORTH CAROLINA TERM CONTRACT 070A-Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)

OPTIONS LIST-CATEGORY G -F350 Cab and Chassis-DRW

BID NO. 202100002

STANDARD ITEMS

14,000lb GVWR, Exterior Color: Oxford White, XL Trim Package, 7.3L V8 gasoline engine, 10-speed automatic transmission, 3.73 regular rear axle, LT245 17" BSW All season tires, Power Equipment Group, Trailer Brake Controller, Cruise Control, PTO Provision, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring

CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE	
2024 Ford F350 Supercab 4x2 Dual rear wheel-60"CA	X3G-640A		\$47,719.00
	OPTION	MSRP	STATE PRICING 6% Discount
POWERTRAIN			
Limited Slip w/4.30 Axle Ratio	X4L	\$360.00	\$338.40
WHEELS/TIRES			
Spare Tire, Wheel & Jack	512	\$350.00	\$329.00
OTHER OPTIONS			
Heavy-Service Front Suspension Package - Includes heavy-service front springs	67H	\$125.00	\$117.50
Dual 78 AH Battery	86M	\$210.00	\$197.40
410 Amp Alternator	67B	\$115.00	\$108.10
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	\$445.00	\$418.30
Rear View Camera & Prep Kit	872	\$415.00	\$390.10

UPFIT OPTIONS

9' flatbed dump body, headboard with window, Cab shield, 30" solid metal sides, Barn door (2) piece tailgate, Electric/hydraulic operated hoist, Aluminum Electric tarp system, receiver hitch, 6-pin & 7-pin trailer plug, back up alarm, mud flaps	12D30S	\$20,346.81	\$19,126.00
(4) corner LED lights, (2) front grille mounted & (2) rear mounted, wired to factory upfitter switches in cab *Amber/White*	4CLED	\$2,079.79	\$1,955.00

Total for chassis & options	Date 8.16.2023	\$70,698.80
quote#HPX3GG9D-81623		x2 units
		\$141,397.60

City of High Point - Parks & Recreation
Kevin Rogers
336.883.3598bp kevin.rogers@highpointnc.gov

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with Breece Enterprises, Inc. for installation of Fire Hydrants	
FROM: Thomas Reid, Fire Chief	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: August 10, 2023
ATTACHMENTS: Hydrant Location Map	

PURPOSE:

Improving water supply operations for firefighting in the Southeast area of the city and Southwest area of the county.

BACKGROUND:

The City of High Point was awarded a \$200,000 American Rescue Program Act grant from Guilford County for the installation of 11 fire hydrants on the Southeast side of the city and Southwest area of the county. The addition of the fire hydrants will improve the water supply operation in the event of a fire in the area. Request for Proposals were opened August 10, 2023, and Breece Enterprises, Inc. was selected as the service provider for the installation of the fire hydrants at a cost of \$199,350.00.

BUDGET IMPACT:

Funding is available in the Special Revenue Fund amended and approved by City Council on May 15, 2023.

RECOMMENDATION/ACTION REQUESTED:

Using the Funds appropriated under an agreement with Guilford County, the High Point Fire Department and Public Services Department request City Council award a contract to Breece Enterprises, Inc. in the amount of \$199,350.00 for installation of fire hydrants in agreed to locations of the county and city, and authorize the appropriate City Official(s) to execute all necessary documents.





**RFP RECOMMENDATION REQUEST
FOR COUNCIL APPROVAL**

DEPARTMENT: Fire Department

COUNCIL AGENDA DATE: September 18, 2023

RFP NO.: 02-081023

DATE OPENED: August 10, 2023

DESCRIPTION:

Installation of eleven (11) fire hydrants on the existing water line that runs from the PTRWA site to the City of High Point.

PURPOSE:

The City of High Point was awarded a \$200,000. ARPA grant for the installation of 11 fire hydrants on the southeast side of the city and county area. This will enhance the firefighting capabilities of the city fire department and county fire department that service this area.

COMMENTS:

Enhancing the water capabilities in this area adds value to the ISO rating of both departments.

RECOMMEND AWARD TO: Breece Enterprises Inc.

AMOUNT: \$199,350.00

JUSTIFICATION:

The fire hydrants will add firefighting water capabilities to this area that presently only has water drafted from ponds and hauled with water tankers.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
Special Revenue Fund		Fire Hydrant Installation		\$200,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Thomas Reid

Digitally signed by Thomas Reid
DN: cn=Thomas Reid, o=City of High Point, ou=High Point
Fire Department, email=thomas.reid@highpointnc.gov, c=US
Date: 2023.08.16 14:29:25 -0400'

DATE: 08/16/2023

The Purchasing Division concurs with recommendation submitted by the Fire Department and recommends award to Breece Enterprises Inc. in the amount of \$199,350.00.

PURCHASING MANAGER:

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.08.23 12:13:43 -04'00'

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.08.24 12:45:10 -04'00'

DATE:

CITY MANAGER:

DATE:

ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FROM GUILFORD COUNTY
FOR FIRE HYDRANTS IN SOUTHWEST GUILFORD COUNTY

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

Section 1. The proposed amendment appropriates \$200,000 in funds from Guilford County for the installation of fire hydrants in southwest Guilford County. The locations are in the area of the Pinecroft-Sedgefield Fire District that currently has no pressurized water. The addition of the fire hydrants will improve the water supply operation in the event of a fire in the area.

Section 2. The 2022-2023 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$200,000
-----------------	-----------

(B) That the following Special Revenue Fund expenditures be amended as follows:

Fire Hydrant Installation	\$200,000
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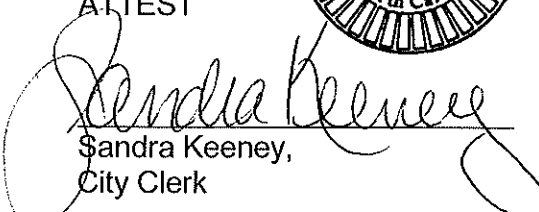
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

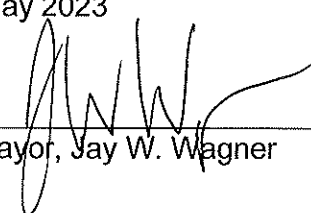
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 15th day of May 2023



ATTEST


Sandra Keeney,
City Clerk


Mayor, Jay W. Wagner

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Infrared Lasers-Owyhee Group Companies (Equitable Sharing Purchase)	
FROM: J. Travis Stroud, Chief of Police	MEETING DATE: September 18, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Department Recommendation Form	

PURPOSE:

To purchase Infrared Lasers for the Police Department's Special Weapons and Tactics Team (SWAT). Chief Stroud has approved the Police Department's Equitable Sharing Funds for this purchase.

BACKGROUND:

The SWAT is currently not outfitted with night vision capability. Infrared Lasers are a component of the Night Vision package, providing light for visibility to the Night Vision Goggles. This tool has demonstrated an effective threat de-escalation option that can be valuable in SWAT Operations.

Law enforcement equipment is an allowable expense under the Equitable Sharing Guidelines.

BUDGET IMPACT:

Funds have been identified within the Police Department's Equitable Sharing Fund (Department of Justice). Piggybacking off GSA contract 47QSMA18D08R6 allows the City of High Point to leverage the volume discount offered. Additionally, the vendor provided a competitive quote and covered the shipping charges.

RECOMMENDATION/ACTION REQUESTED:

The Police Department recommends awarding the contract to Owyhee Group Companies for \$104,970 using Equitable Sharing Funds and authorize the appropriate City Official(s) to execute all necessary documents.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



1075 S. Ancona Ave. • Eagle, Idaho 83616
(800) 293-0405 • (208) 938-6086 • FAX (208) 938-7829
www.owyheegroup.com • www.initial-attack.com

September 6 2023

Courtney Hemphill
courtney.hemphill@highpointnc.gov
City of High Point Police Department
1730 Westchester Drive
High Point, NC 27262
Phone: (336) 887-7822
Fax: (336) 887-7949

Quote Number: High Point PD - MAWL-DA 9-6-23

This item is located on our GSA Schedule 47QSMA18D08R6.

Clin	Item	Qty	Description	PriceUnit	SubTotal
1	MAWL-DA	30	Modular Advanced Weapon Laser - Direct Action, Black	\$ 3,499.00	\$ 104,970.00

Shipping Terms: FOB Destination to High Point, NC.

GSA#: 47QSMA18D08R6 (Expiring 9/2023)
EIN: 82-0524118
Cage Code: 1XL09
UEI: NG3EKLN6BB31
DUNS#: 060704830
WAWF Registered: Affirmative
SAM Registered: Affirmative
Payment Terms: Net 30
Business Size: Small

Douglas Lodge

A handwritten signature in black ink that reads "Douglas Lodge". The signature is written in a cursive, flowing style.

CEO