City of High Point

Britt Moore, Chair
Jason, Ewing, Wesley Hudson
Victor Jones

Meeting Agenda

Thursday, September 12, 2019

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Chair
Jason, Ewing, Wesley Hudson
Victor Jones

FINANCE COMMITTEE - Council Member Moore, Chair

2019-388 Contract - Burton Substation Equipment & Transformers
Council is requested to award the following contracts to upgrade existing substations and increase the electric system's capacity.
Schedule I - Substation Structure Distran Packaged Systems $390,510.00
Schedule II - Circuit Switchers R.W. Chapman & Co. $100,144.00
Schedule III - 15 kV Circuit Breakers Siemans Industry, Inc. $230,761.00
Schedule IV - Relay & Control Panels Birmingham Control Systems $99,995.00
Schedule V - Power Transformers Virginia Transformer Corp. $2,030,067.00

Attachments: 1. Contract- Burton Street Substation Equipment

2019-389 Contract - Hammer Street Substation - Transmission Poles
City Council is requested to award a contract to ROHN Products, LLC in the amount of $181,100.00 for the purchase of ten (10) steel transmission poles for the 100Kv connection serving the new Hammer Street substation.

Attachments: 2. Contract - Hammer Street Substation - Steel Poles

2019-418 Contract - Electric Distribution Crews - Pike Electric
City Council is requested to award a contract to Pike Electric in the amount of $2,269,204.52 for contract labor and equipment to be utilized by the City Electric Department to level out the changing workloads and supplement increased project labor caused by changes in the economy and increased capital expenditures.

Attachments: 3. Contract - Electric Distribution Crews - Pike Electric

2019-390 Contract - May Heavy Equipment Company - Motor Grader
Council is requested to award a contract to May Heavy Equipment Company for the purchase of a 2014 John Deere 672G motor grader in the amount of $176,280.00 for the Landfill Division of Public Services. Recommendation also includes declaring the old equipment as surplus and disposing through the online auction process.

Attachments: 3. Contract - Purchase of Motor Grader (9-16-19)

2019-391 Sole Source Contract - Just Imports/Motorcycles of Charlotte - HPPD
Council is requested to award a sole source contract to Just Imports/Motorcycles of Charlotte for the purchase of two (2) BMW Police R1250RT-P motorcycles in the amount of $55,441.00 for use by the High Point Police Department.

Attachments: 4. Sole Source Contract - Police Department Motorcycles

2019-392 Sole Source Contract - Siemens Industry, Inc - City Lake Raw Water Pump Upgrade

City Council is requested to award a sole source contract to Siemens Industry Inc. to perform the total cell refurbishment and panel upgrade on VFD # 3 at the City Lake Raw Water Pump Station in the amount of $116,875.00.

Attachments: 5. Sole Source Contract - City Lake Raw Water Pump Refurbishment

2019-393 Agreement - Backflow Prevention Compliance - Brycer, LLC

City Council is requested to approve a three-year agreement with Brycer, LLC to assist the City in complying with Federal and State backflow prevention regulations and authorize the appropriate City Official to execute all necessary documentation.

Attachments: 6. Agreement - Backflow Prevention Compliance - Brycer, LLC

2019-394 Agreement for Services - TLC Solutions Corporation/The Library Corporation (Sole Source)

City Council is requested to approve an Agreement for Service (sole source) to TLC Solutions Corporation/The Library Corporation for services to include the Library's integrated system (LS2) in the amount of $209,890.00.

Attachments: 7. Agreement for Services -LS2 Contract

2019-395 SprintCom, Inc. - Second Amendment to License Agreement

The City Attorney's Office is recommending that City Council approve the Second Amendment to License Agreement with SprintCom, Inc. and to authorize the City Manager to execute the agreement.

Attachments: 8. SprintCom Second License Agreement

2019-396 Contract Renewal - CIGNA - Employee Health/Dental Care

City Council is requested to authorize the City Manager to execute a twelve-month (12) contract with CIGNA Healthcare for health and dental care coverage for city employees effective January 1, 2020 - December 31, 2020.

Attachments: 9. Cigna Contract Renewal 2020

2019-397 Resolution - Guilford County School Administration/Fairview Elementary School - Furniture Donation

Council is requested to adopt a resolution to approve the donation of surplus office furniture to the Guilford County School Administration for use at Fairview Elementary School and authorize the appropriate city official to execute all necessary documents.

Attachments: 10. Donation of Office Furniture to Fairview Elementary School

2019-398 Public Hearing - Resolution - 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Interlocal Agreement

Monday, September 16, 2019 at 5:30 p.m. is the date and time established to receive public comments on the adoption of a Resolution authorizing the execution of an Interlocal Agreement between the City of Greensboro, City of High Point and County of Guilford for shared use of the 2018 Edward Byrne Memorial Justice Assistance Grant Funds. The City of High Point will receive a total of $46,236.80. The High Point Police Department will use the funding to purchase twenty-two (22) tactical vests with Level III rifles plates at a total cost of $46,236.80.

Attachments: 11. PD 2018 JAG Public Hearing Resolution

PENDING ITEMS

2018-169 Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)
City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and authorize the City Manager to execute the agreement.

Attachments: 7. Amendment to Lease Agreement - Crown Castle

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

Title: Resolution - 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Interlocal Agreement

From: Kenneth J. Shultz, Chief of Police

Meeting Date: 9/16/2019

Public Hearing: Yes

Advertising Date / Advertised By: N/A

Attachments: Resolution & Interlocal Agreement

PURPOSE:
Conduct public hearing and adopt Resolution ratifying an Interlocal Agreement with Greensboro and Guilford County to receive the 2018 Byrne Justice Assistance Grant (JAG) funding.

BACKGROUND:
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The High Point Police Department, the Greensboro Police Department and the Guilford County Sheriff's Office have received this grant annually since 2005.

Under this year's award High Point will receive a total of $46,236.80. The HPPD will use the funding to purchase twenty-two (22) tactical vests with Level III rifles plates at a total cost of $46,236.80.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Following the Public Hearing, City Council is recommended to adopt a Resolution authorizing the execution of an Interlocal Agreement between the City of Greensboro, City of High Point and County of Guilford for shared use of the 2018 Edward Byrne Memorial Justice Assistance Grant Funds.

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC; HIGH POINT, NC; AND COUNTY OF GUILFOD, NC FOR SHARED USE OF 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT (JAG) FUNDS

BE IT RESOLVED, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the shared use of FY 2018 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of $225,141 as required by N.C.G.S. 160A Article 20, subject to pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original Agreement is incorporated herein by reference.

Adopted this the 16th day of September 2019.

Lisa B. Vierling
High Point City Clerk

CITY OF GREENSBORO, NC CITY OF HIGH POINT, NC &
GUILFORD COUNTY CONTRACT NO

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

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

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is hereby made and entered into this 1st day of October, 2018 by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

W I T N E S S E T H :

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

WHEREAS; the JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of the "Omnibus Act" generally is codified at Chapter 26 of Title 42 of the United States Code; the JAG Program statute is codified at 42 U.S.C. §§ 3750-3758; and

WHEREAS; in general, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS; awards of at least $25,000 or more are four years in length with an award period of October 1, 2017 through September 30, 2021; and

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

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

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

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

WHEREAS; the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the 2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

NOW THEREFORE, the total award of **$225,141** will be reallocated by the CITY OF GREENSBORO and the CITY OF HIGH POINT providing 20% of their allotment to the COUNTY. The distribution of funds will occur as follows:

Section 1.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT a total of **$46,236.80** in JAG funds. (Original award $57,796 less 20% disparity amount of $11,559.20 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **$55,973.80** in JAG funds. This is calculated as the original award of $13,682.00 plus 20% disparity totaling $42,291.80 from other two agencies ($30,732.60 from the CITY OF GREENSBORO and $11,559.20 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **$122,930.40** in JAG funds. (Original award $153,663 less 20% disparity amount of $30,732.60 given to GUILFORD COUNTY).

Section 4.

JAG Withholding for NIBRS 3 Percent set-aside - Beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to sub-awards. The budget will include this cost for each of the disparate jurisdictions. Specifically, The CITY OF HIGH POINT'S set aside is **$1,387.10**, the COUNTY'S set aside is **$1,679.21**, and the CITY OF GREENSBORO'S set aside is **$3,687.92**.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

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

CITY OF HIGH POINT, NC.

APPROVED AS TO CONTENT:

____
Chief of Police

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

____
Finance Director

APPROVED AS TO FORM & LEGALITY:

____
City Attorney

____
City Manager

ATTEST:

____
City Clerk

CITY OF GREENSBORO, NC.

APPROVED AS TO CONTENT:

____
Chief of Police

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

____
Deputy Finance Director

APPROVED AS TO FORM & LEGALITY:

____
City Attorney

____
City Manager

ATTEST:

____
City Clerk

GUILFORD COUNTY, NC.

APPROVED AS TO CONTENT:

____
Sheriff

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

____
Finance Director

APPROVED AS TO FORM & LEGALITY:

____
City Attorney

____
City Manager

ATTEST:

____
Clerk to Board

CITY OF HIGH POINT
AGENDA ITEM

Title: Agenda Item – Sole Source for City Lake Raw Water Pump #3 VFD
Siemens Industry Inc.

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Director Public Services
Wendell Pickett- Water Plant Superintendent

Meeting Date: September 16, 2019

Public Hearing: No

Advertising Date: N/A
Advertised By: N/A

ATTACHMENTS: Quote

PURPOSE:
To utilize Siemens Industry Inc. to perform a total cell refurbishment and panel upgrade on the VFD (variable frequency drive) for pump #3 at the City Lake Raw Water Pump Station.

BACKGROUND:
The City Lake Raw Water Pump Station is utilized to pump water from Arnold Koonce City Lake to the Ward Water Plant for treatment. There are two 18 MGD pumps and one 13 MGD pump in the pump station. VFDs were installed on the two 18 MGD pumps in 2004. Due to the age of the VFDs, the manufacturer (Siemens Industry Inc.) is recommending that the City replace the power cells and control panels to extend the life of the VFDs. Public Services plans to upgrade VFD# 3 on this budget year and upgrade VFD #2 during FY 2020-2021.

BUDGET IMPACT:
Funding is available in the 2019-2020 Budget.

RECOMMENDATION / ACTION REQUESTED:
The Public Services Department is recommending that Siemens Industry Inc. be approved as a sole source vendor to perform the total cell refurbishment and panel upgrade on VFD # 3 at the City Lake Raw Water Pump Station in the amount of $116,875.00.

Financial Services

Purchasing Division

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: SIEMENS INDUSTRY, INC.

Item(s): City Lake Raw Water Pump #3 Total Cell Refurbishment & Control Board Upgrade

Justification:

Siemens Industry Inc. is considered the Center of Excellence for repair of components of Medium Voltage Perfect Harmony Drives. Repair technicians are trained and certified with the most current Quality Standards. All testing of equipment follows Siemens ISO9001 standards before it leaves the factory. Siemens is the manufacturer representative of the VFD drive at City Lake Raw Water.

Estimated expenditure for the above item(s): $116,875.00

Accounting Unit and Account(s): 621757-527101

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

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

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

Department Head/Authorized Personnel: Derrick Boone — Digitally signed by Derrick Boone
DN: cn=Derrick Boone, o=Public Services Department, ou=City of High Point, email=derrick.boone@highpointnc.gov, c=US
Date: 2019.09.03 16:21:34 -04'00'

Department/Division: Public Services   Date: 9-3-19

APPROVAL PROCESS

Purchasing Manager	Erik Conti — Digitally signed by Erik Conti Date: 2019.09.09 11:35:04 -04'00'
Financial Services Director	Bobby Fitzjohn — Digitally signed by Bobby Fitzjohn Date: 2019.09.09 11:37:01 -04'00'
City Council ($30,000 – Up)	Greg Demko — Digitally signed by Greg Demko Date: 2019.09.09 11:39:53 -04'00'

PLANTS Purchasing Form

Vendor: SIEMENS INDUSTRY, INC. (58097)
Address: PO BOX 371-034
PITTSBURGH, PA 15251

PO#:		RQ#:	
CODE:	621757-527101		

☐ Emergency ■ Order ☐ Blanket ☐ BID

Mike Livengood	09/05/19	Rick Riley	09/05/19
Ordered By	Date	Supervisor Signature	Date

ORDER

Quantity	Unit	DESCRIPTION (For Blanket Orders indicate date range)	Unit Price	Total
1	LOT	NBH,1250HP(932KW),4160V,200A	79,710.00	79,710.00
		cell part no. A1A461D63.200 qty of 15 cells per drive		
1	LOT	NXGI to NXG PRO Control Upgrade on 1x Harmony VFD	37,165.00	37,165.00
		Purpose: City Lake Raw Water Pump #3 Total Cell		
		Refurbishment & Control Board Upgrade		
		Total:		$116,875.00

■ (MWP) Ship to Ward WTP
☐ (MLS) Ship to Ward WTP (parts for Sewage Lift Stations)
☐ (MWE) Ship to Ward WTP (parts for Eastside WWTP)
☐ (MWW) Ship to Ward WTP (parts for Westside WWTP)
☐ (MES) Ship to Eastside WWTP
☐ (MWS) Ship to Westside WWTP

PLEASE EMAIL PURCHASE ORDER ONLY TO:
CONTACT NAME: Tom Sheffield
EMAIL: thomas.sheffield@siemens.com
PHONE: 770-548-6298

SIEMENS

May 29, 2019

Mike Livengood
City of High Point
121 N Pendleton St.
High Point, NC 27260

Subject: Budgetary Quotation# RC000201852 – City of High Point City Lake Raw Water Pump #2 Total Cell Refurbishment Perfect Harmony Air Cooled Drive

Dear Mike Livengood,

On behalf of Siemens Large Drives Pittsburgh Repair Center, I would like to thank you for providing us the opportunity to submit this budgetary sales offer for refurbishment of power cells for the City of High Point.

The following pages detail the prices, components and configurations for the service(s) outlined below:

- Refurbishment of power cells by the Pittsburgh Repair Center

All services are performed by factory trained technicians and our network of services can be accessed by calling 1-800-333-7421.

In addition to the products referenced above, we offer a complete line of services to maximize the availability of your equipment including:

- Training programs to allow you to operate and maintain your equipment at peak performance
- Technical Service Agreement to maximize the reliability of your equipment
- Upgrade programs to enhance your equipment with our current state-of-the-art features
- Startup and Commissioning to ensure the best performance from your equipment
- Blanket Purchase Order (BPO) to ensure after hours dispatch of a Siemens FSR for emergency on-site service and parts

Should you have any questions or would like additional information on any of our services, please contact me at 724-420-3297, your local Siemens sales representative, Lou Solomon, KL Shane at 919-833-6343, or your Siemens Regional Service Sales Specialist, Thomas Sheffield at 770-548-6298.

Thank you for allowing Siemens to present our offering of services and we look forward to working with you in the near future.

Sincerely,

Marilyn Wills

Marilyn Wills
Sr. Project Manager
Pittsburgh Repair Center

Siemens Industry, Inc.

500 Hunt Valley Road Tel: 724-339-9500
New Kensington, PA 15068 Fax: 724-339-9562
Customer Call Center Tel: 1-800-333-7421

Siemens Large Drives Pittsburgh Repair Center is considered the Center of Excellence for repair of components of Medium Voltage Perfect Harmony Drives.

- Our repair technicians are trained and certified with the most current Quality Standards
- All testing of equipment follows Siemens ISO9001 standards before it leaves the factory
- All power cells are cleaned and bolt checked during the repair/refurbishment process

Please review the information below of what our repair center can offer:

- Repair or replace components and assemblies of the Perfect Harmony Drive as well as many of our legacy drives that are still in service.
- Refurbishment of components to enhance the life span of the power cells located in your medium voltage drives.
- Blanket purchase orders for ease in requesting Return Material Authorizations (RMA) and allowing the repair center to begin repairing your products as soon as they are received into the repair center.

Repair or Replacement Service

Siemens Large Drives Pittsburgh Repair Center will repair your product at time and material basis. Our technicians will evaluate the unit when it is received into the repair center. A quotation will be provided for approval to repair the unit and upon approval the unit will be placed on the schedule to be repaired. If during the evaluation the technician finds the unit beyond economical repair we will provide a recommendation to purchase a new product.

Refurbishment Service

We offer refurbishment of your power cells to help enhance the lifespan of these units. The patented Siemens Perfect Harmony drives design – featuring the integration of industry-proven components, redundant bypass control technology, and hierarchical warning systems – ensures a level of reliability, efficiency, and versatility that is unmatched in the power controls industry.

Why do we offer refurbishment of power cells?

Even with high-quality parts and the industry-leading design of our systems, the probability of failure for industrial equipment that utilizes electronic components increases with age. Furthermore, the combination of aging electrical components, demanding operating conditions and taxing environmental conditions (high ambient temperature, dust, dirt, high humidity, etc.) work together to significantly reduce a component's lifetime.

The power cells in the Perfect Harmony drives are designed with parts that when operated at their rating still has a limited life time. The capacitors used in a Harmony Cell are electrolytic capacitors. Electrolytic capacitors rely on an electro chemical reaction to maintain the dielectric of the capacitor. As the cap heats the electrolyte it will off gas to form hydrogen atoms. Overtime the amount to electrolyte still in the can does not allow the aluminum oxide to maintain adequate thickness to provide sufficient dielectric. During this time in the capacitors life the failure rate of the capacitors will increase and potentially lead to catastrophic failures in the cell. To minimize the potential of catastrophic failures it is suggested that after a predetermined time the capacitors are replaced to minimize the possibility of catastrophic failures that will have a greater financial impact to you our customers.

Along with the power capacitors it is suggested to change all control boards as just like the power capacitors they also use electrolytic capacitors that in a high heat area will also fail over time. This can lead to critical process shutdowns that may severely impact production, revenues, safety, and the environment.

Capacitor and board upgrades are offered to support drives with aged, obsolete or degraded components. Capacitor and board components are replaced to help prolong the lifecycle and enhance the performance of your equipment. The cells will be upgraded with the newest version of cell control boards. The capacitors will be replaced as they can degrade over time. These enhancements to the cells will help maximize the life of your equipment as well as maximize your investment.

Refurbishment service is a fixed price offer. This service requires a purchase order at least 14-16 weeks prior to your shutdown so that we may purchase the components required to perform the service without delay once we receive the units into the repair center. The below chart references the listing of drives located at the City of High Point, NC.

Siemens Industry, Inc.

500 Hunt Valley Road Tel: 724-339-9500
New Kensington, PA 15068 Fax: 724-339-9562
Customer Call Center Tel: 1-800-333-7421

Note: Siemens assumes that the service will be completed one drive at a time in series or three power cells at a time depending on how the customer chooses.

Option	Product Type	SO#	Drive Part #	Serial No.	Upgrade Price per cell	Extended price per drive
1	NBH,1250HP(932KW),4160V,200A cell part no. A1A461D63.200 qty of 15 cells per drive	HR9204918	A1A31000549.01	9687	**$5,314.00**	**$79,710.00**

Site Location:
City of High Point
City Lake Pump Station
4300 Pump Station Road
High Point, NC 27260

Site contact: Mike Livengood
Phone: 336-847-1192
Email: mike.livengood@highpointnc.gov

Scope of work to be performed:

- Siemens repair technician will perform a complete evaluation of the power cells.
- All power capacitors will be replaced to extend the lifecycle of the power cell.
- The power cell will be upgraded to the current version part no. A5E02757134.
  - The cell control board will be replaced with a newer version.
  - The wire harness will be replaced.
  - Thermistor will also be replaced.
  - Fuses and fuse blocks will be replaced.
  - IGBTs will be replaced.
- The power cells will be cleaned and all functional parts will be bolt checked.
- The power cell will be tested and inspected as per Siemens ISO9001 specifications.
  - Ohm check/inspect
  - High pot
  - Rectifier test
  - Preliminary test
  - Current run
  - Out of Saturation Check
  - Thermal testing

In the event that any defective parts are discovered during the course of the repair, the matter will be brought to your attention and we will replace the defective component upon your approval and receipt of your revised PO.

**Any additional scope of work required that is not specifically included in this Siemens proposal are considered additional and may result in project schedule delays and additional project costs.

Warranty

Siemens standard warranty for repair of one year will apply.
(a) Labor. All labor provided by Siemens (“Labor”) is warranted to be free from defects in workmanship.
(b) Product. Siemens warrants all materials, products, equipment and parts (“Product”) provided by Siemens is free from defects in material and workmanship.

Siemens Industry, Inc.

500 Hunt Valley Road Tel: 724-339-9500
New Kensington, PA 15068 Fax: 724-339-9562
Customer Call Center Tel: 1-800-333-7421

Proprietary Information

This document contains information proprietary to Siemens. Your acceptance of it is an acknowledgment of a confidential relationship between you and Siemens with respect to this proposal document. We require it to be returned or destroyed when no longer required. We also require that neither this document nor any information contained herein is to be reproduced, transmitted, disclosed or used otherwise in whole or in part without the written authorization of Siemens.

Blanket Purchase Order

A Blanket Purchase Order (BPO) with Siemens Industry Large Drives Repair Center will ensure that any service request will have no delay in the processing of a purchase order or RMA request. This will alleviate any lost time when you need service on your Siemens equipment.

Requirements of a BPO

- BPO must be no less than $15,000 and will be valid for one year.
- There will be a pre-approved set of terms and conditions with BPO approval.
- The BPO will cover the equipment identified above.

Purchase Order and Payment Terms

1. Siemens standard payment terms are Net 30 Days from invoice date.
2. Pricing is valid until September 27, 2019 and assumes completion of services within one year of proposal date. Any purchase order or releases after this date will be subject to a maximum of 5% increase.
3. Taxes will be assessed on the order if customer does not provide Tax Exempt Certificate along with PO.
4. The purchase order must have the quoted price on the order. If accepting the Exchange option, the before discount price must appear as the value of the purchase order.
5. Any additional scope of work required that is not specifically included in this Siemens quotation are considered additional and may result in project schedule delays and additional project costs.
6. For all purchase orders (POs) –

   PO Address and Mail to:
   Siemens Industry, Inc.
   500 Hunt Valley Road
   New Kensington, PA 15068
   Or you may fax the PO to 724-339-3240;
   Or email the PO to marilyn.wills@siemens.com

7. Freight charges, including crating, will be prepaid by Siemens and added to the invoice. (If shipped collect, payment will be the responsibility of the customer.)
8. Point of shipment: FOB New Kensington, PA.
9. Customer assumes responsibility for goods upon shipment from factory.
10. If Customer sends equipment or components to a Siemens facility for repair or refurbishing, Customer is required to provide Siemens with authorization to proceed with repairs/refurbishing within sixty (60) days for Siemens receipt of such equipment or components. If Customer fails to provide such authorization, Siemens will be entitled, at its sole discretion, to either (i) return the equipment or component to Customer at Customer's sole cost; or (ii) charge Customer a storage fee in the amount of $10.00 per unit for each day that Siemens stores such equipment or component. If Siemens elects to store any equipment or component, Customer acknowledges that title and all risk of loss remains with Customer during storage.

Siemens Industry, Inc.

500 Hunt Valley Road Tel: 724-339-9500
New Kensington, PA 15068 Fax: 724-339-9562
Customer Call Center Tel: 1-800-333-7421

TERMS & CONDITIONS

Proposals are made in accordance to the Siemens Industry Inc., Customer Services Division, General Terms and Conditions of Service, which can be found at: http://www.industry.usa.siemens.com/topics/us/en/standard-tandc/Documents/Siemens-Standard-Terms-for-Joint-Product-and-Services-Offering.pdf, and are hereby incorporated by reference into this document and any resulting contract.

However, in the event that mutually accepted terms exist between Siemens and customer for the type of services provided herein, such terms may be used to govern this agreement upon written consent by both organizations.

Siemens Industry, Inc.

500 Hunt Valley Road Tel: 724-339-9500
New Kensington, PA 15068 Fax: 724-339-9562
Customer Call Center Tel: 1-800-333-7421

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC; HIGH POINT, NC; AND COUNTY OF GUILFOD, NC FOR SHARED USE OF 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT (JAG) FUNDS

BE IT RESOLVED, that the High Point City Council hereby authorizes the City Manager and the City Clerk to execute the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the shared use of FY 2018 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of $225,141 as required by N.C.G.S. 160A Article 20, subject to pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original Agreement is incorporated herein by reference.

Adopted by Order of the High Point City Council
this the 16th day of September, 2019.

ATTEST:

City of High Point North Carolina

Lisa B. Vierling,
High Point City Clerk

Jay W. Wagner, Mayor

2018 JAG

FILE COPY

16067

CITY OF GREENSBORO, NC CITY OF HIGH POINT, NC & GUILFORD COUNTY CONTRACT NO

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

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

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is hereby made and entered into this 1st day of October, 2018 by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

WITNESSETH:

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

WHEREAS; the JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of the "Omnibus Act" generally is codified at Chapter 26 of Title 42 of the United States Code; the JAG Program statute is codified at 42 U.S.C. §§ 3750-3758; and

WHEREAS; in general, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS; awards of at least $25,000 or more are four years in length with an award period of October 1, 2017 through September 30, 2021; and

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

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

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

cc: R. Kaplan 7/11/19

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

WHEREAS; the CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the 2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; and

NOW THEREFORE, the total award of **$225,141** will be reallocated by the CITY OF GREENSBORO and the CITY OF HIGH POINT providing 20% of their allotment to the COUNTY. The distribution of funds will occur as follows:

Section 1.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT a total of **$46,236.80** in JAG funds. (Original award $57,796 less 20% disparity amount of $11,559.20 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO, as lead administrator/fiscal agent, agrees to allocate to the COUNTY a total of **$55,973.80** in JAG funds. This is calculated as the original award of $13,682.00 plus 20% disparity totaling $42,291.80 from other two agencies ($30,732.60 from the CITY OF GREENSBORO and $11,559.20 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **$122,930.40** in JAG funds. (Original award $153,663 less 20% disparity amount of $30,732.60 given to GUILFORD COUNTY).

Section 4.

JAG Withholding for NIBRS 3 Percent set-aside - Beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to sub-awards. The budget will include this cost for each of the disparate jurisdictions. Specifically, The CITY OF HIGH POINT'S set aside is **$1,387.10**, the COUNTY'S set aside is **$1,679.21**, and the CITY OF GREENSBORO'S set aside is **$3,687.92**.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

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

CITY OF HIGH POINT, NC.

APPROVED AS TO CONTENT:

____
Chief of Police

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

____
Finance Director

APPROVED AS TO FORM & LEGALITY:

____
City Attorney

____
City Manager

ATTEST:

City of High Point North Carolina

____
City Clerk

CITY OF GREENSBORO, NC.

APPROVED AS TO CONTENT:

Chief of Police

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

Deputy Finance ~~Director~~ Office

APPROVED AS TO FORM & LEGALITY:

Assistant **City Attorney**

City Manager
Asst.

ATTEST:

Deputy **City Clerk**

GUILFORD COUNTY, NC.

APPROVED AS TO CONTENT:

DocuSigned by:
William Daryl Loftis – Captain
778C08953411403...
______, **Sheriff's Department Representative**

DocuSigned by:
Marty K Lawing
5148C7EFF7AB40AC...
5/6/2019 | 6:22 AM PDT, **County Manager**

ATTEST:

DocuSigned by:
Robin B Keller
261BE04777AA4DA...
5/17/2019 | 5:50 PM EDT, **Clerk to Board**

(COUNTY SEAL)

CITY OF HIGH POINT
AGENDA ITEM

Title: Police Motorcycles

From: Gary Smith, Fleet Director

Meeting Date: September 16, 2019

Public Hearing: N/A

Advertising Date / N/A
Advertised By: N/A

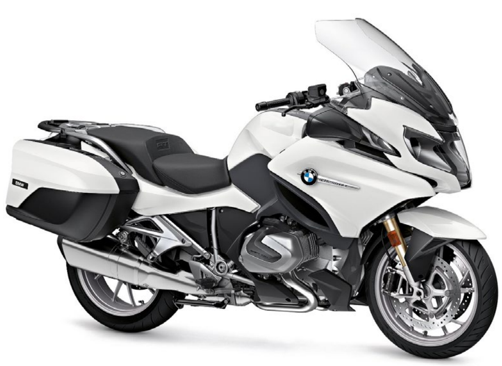
Attachments: Sole Source Recommendation
Quote

PURPOSE:
The Police Department has two Yamaha police motorcycles in need of replacement based on age and mileage. We are recommending the BMW Police R1250RT-P for council approval.

BACKGROUND:
The Police department has two Yamaha police motorcycles in need of replacement. Both have over 50,000 miles and are showing wear. The BMW Police R1250RT-P motorcycle is being requested as a sole source item to match the other two BMW police motorcycles, they are currently using. Standardization is the overriding consideration. The motorcycles are $27,720.50 each with a total cost of $55,441 for two. The price includes two motorcycles and delivery.

BUDGET IMPACT:
Funds are available in the 2019-20 budget.

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing two BMW Police R1250RT-P motorcycles from Just Imports/Motorcycles of Charlotte.



Financial Services

Purchasing Division

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

Requisition # 24107

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: Just Imports/Motorcycles of Charlotte

Item(s): BMW R1250RT-P Motorcycle

Justification:

The Police department has two Kawasaki motorcycles in need of repalcement. Kawasaki no longer manufactures a police motorcycle. The BMW R1250RT-P motorcycle is being requested as a sole source item to match the other two police motorcycles they are currently using. These were purchased last year using ITB 5006-080718. The motorcycles are $27,720.50 each. Standardization is the overriding consideration.

Estimated expenditure for the above item(s): $55,441

Accounting Unit and Account(s): 501271-532401

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

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

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

Department Head/Authorized Personnel: Gary L. Smith — Digitally signed by Gary L. Smith DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2019.08.01 14:30:23 -04'00'

Department/Division: Fleet Services   Date: August 1, 2019

APPROVAL PROCESS

Purchasing Manager	Erik Conti	Digitally signed by Erik Conti Date: 2019.08.02 11:01:46 -04'00'
Financial Services Director	Bobby Fitzjohn	Digitally signed by Bobby Fitzjohn Date: 2019.08.02 11:10:13 -04'00'
City Council ($30,000 – Up)	Greg Demko	Digitally signed by Greg Demko Date: 2019.08.27 11:32:08 -04'00'

Motorcycles of Charlotte
731 Westinghouse Blvd.
Charlotte NC 28273
704-882-6106

Buyer's Order

CITY OF HIGH POINT

211 S. HAMILTON ST.
HIGH POINT NC 27260

H 336-442-7783 W C Email justin.fleming@highpointnc.gov

Date	07/31/2019
Deal No.	
Salesperson	GREGORY NORTH
Lienholder	NONE

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

Year	Make	Model	Model Name	Serial No.	Stock No.
2019		Temporary MU			TEMP

Options:

Dealer Unit Price	$22,315.00
Factory Options	$0.00
Added Accessories	$3,430.50
Freight	$495.00
Dealer Prep	$1,035.00
Subtotal	$27,275.50

HIGH POINT PD BUILD SPECIFICATIONS $3,430.50 D

Notes:
FOR 2019 OR 2020 BMW R1250RT-P, PENDING AVAILABILITY.

Trade Information

Cash Price	$27,275.50
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$27,275.50
Sales Tax	$0.00
Title/License/Registration Fees	$76.00
Document or Administration Fees	$369.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$445.00
Sub Total (Net Sale + Other Charges)	$27,720.50
Cash Down Payment	$0.00
Amount to Pay/Finance	$27,720.50

Monthly Payment of $27,720.50 For 1 Months at 0.00% Interest Days to First Payment 30

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature ____________________ Dealer Signature ____________________

Thank You for Your Business!

CITY OF HIGH POINT
AGENDA ITEM

Title: **Burton Substation Equipment & Station Transformers - Bid #03-080919**

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: September 16, 2019

Public Hearing: N/A

Advertised By: N/A

Attachments: Attachment A: Southeastern Engineers Bid Recommendation
Attachment B: Southeastern Engineers Tabulation

PURPOSE:
Purchasing this equipment will allow the City to upgrade existing substations and increase the electric system's capacity.

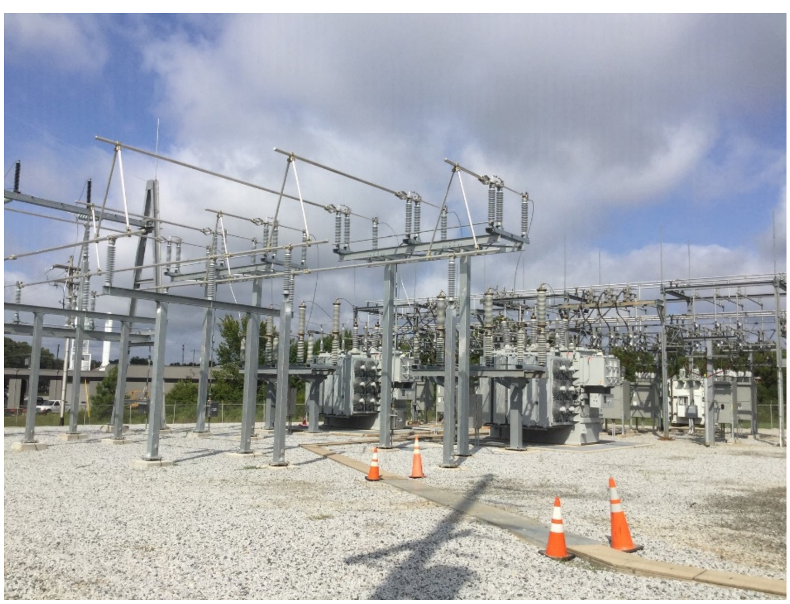
BACKGROUND:
The Substation Structure, Circuit Switchers, 15 kV Breakers, Relay/Control Panels and one of the Power Transformers are to be used at our Burton Substation for the 69 to 100 kV upgrade. The other two Power Transformers are to be used to replace units at our Fairfield and Jackson Lake Substations.

BUDGET IMPACT:
Funds are available in the 2019-20 budget to cover this project.

RECOMMENDATION / ACTION REQUESTED:

Award to the following five (5) companies:

Schedule I - Substation Structure	Distran Packaged Systems	$390,510.00
Schedule II – Circuit Switchers	R.W. Chapman & Co.	$100,144.00
Schedule III – 15 kV Circuit Breakers	Siemans Industry, Inc.	$230,761.00
Schedule IV – Relay & Control Panels	Birmingham Control Systems	$99,995.00
Schedule V – Power Transformers	Virginia Transformer Corp.	$2,030,067.00



Southeastern Consulting Engineers, Inc.

August 20, 2019

Mr. Garey Edwards, PE
City of High Point
P.O. Box 230
High Point, North Carolina 27261

Ref.: Substation Equipment

Dear Garey:

The City received sealed proposals on August 9, 2019, from fifteen suppliers solicited for providing substation equipment tat will be installed at the City's substations. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors, the following vendors submitted the lowest responsive and compliant bid:

Schedule I - Substation Structure
Distran Packaged Substations
4725 Highway 28 E
Pineville, LA 71360
Proposal #Q19747
Total Lump Sum Bid $390,510.00
Delivery: 16 Weeks

Schedule II - Circuit Switchers
R.W. Chapman & Company
P.O. Box 240748
Charlotte, NC 28224
Delivery: 18 Weeks

Description	Quantity	Unit Price	Total Price
S&C No. 598738BE8H1KMNRTT2VY	2	$50,072.00	$100,144.00

600 MINUET LANE P.O. BOX 240436 CHARLOTTE, NC 28224
PHONE: (704) 523-6045 FAX: (704) 523-8317

Schedule III - 15 kV Circuit Breakers

Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591
Order #SF191429759
Delivery: 16-18 Weeks

Description	Quantity	Unit Price	Total Price
SDV-SE-15.5kV-20kA-2000A	1	$18,481.00	$18481.00
SDV-SE-15.5kV-20kA-1200A	5	$15,938.00	$79,690.00
		Total Bid	$98,171.00

Schedule IV - Relay & Control Panels

Birmingham Control Systems, Inc.
3779 Pine Lane
Bessemer, AL 35022
Quote #Q19158
Delivery: 12-14 Weeks
Total Lump Sum Bid: $99,995.00

Schedule V - Power Transformers

Virginia Transformer Corporation
220 Glade View Drive
Roanoke, VA 24012
Proposal #G192901A
Delivery: 30-32 Weeks

Description	Quantity	Unit Price	Total Price
22.4/29.87/37.33 MVA Transformer	3	$676,689.00	$2,030,067.00

The Total cost for the five recommended schedules is $2,718,887.00. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By____
Jerry L. Ford, Jr., P.E.
Senior Design Engineer

JLF/lc

BID TABULATION
Substation Equipment
Bid No. 03-080919

City of High Point
High Point, North Carolina

Date: August 9, 2019
Time: 1:00 PM, EST

Schedule I- Bidder	Distran	Substation Enterprises, Inc.	Peak Substations	MD Henry
Substation Structures and Appurtenances (1)	$ 390,510.00	$ 439,718.00	$ 450,400.00	$ 507,430.00
Delivery:	16 Weeks	18-20 Weeks	17-19 Weeks	22-24 Weeks
Bid Bond	Yes	Yes	Yes	Yes

Schedule II - Bidder	R.W. Chapman & Co.
Circuit Switcher (2)	$ 100,144.00
Manufacturer:	S&C Electric
Delivery:	18 Weeks
Bid Bond	Yes

Schedule III - Bidder	ABB	Myers Controlled Power, LLC	Siemens Industry, Inc.
Circuit Breaker: 2000A Main (1)	$ 19,856.00	$ 19,460.00	$ 18,481.00
1200A Feeder (5)	$ 94,306.50	$ 91,045.00	$ 79,690.00
Total	$ 104,162.50	$ 110,505.00	$ 98,171.00
Manufacturer:	ABB	Myers	Siemens
Delivery:	19 Weeks	16-18 Weeks	16-18 Weeks
Bid Bond	Yes	Yes	Yes

Schedule IV - Bidder	EP2	SEL	BCS
Relay & Control Panels - Lump Sum (4 Panels Total)	$ 117,510.00	$ 119,320.00	$ 99,995.00
Delivery:	18 Weeks	17 Weeks	12-14 Weeks
Bid Bond	Yes	Yes	

City of High Point
High Point, North Carolina

Date: August 9, 2019
Time: 1:00 PM, EST

Schedule V - Bidder	Howard Power Solutions	Virginia Transformer Corporation	WEG Transformers	ABB	Delta Star
Power Transformers:					
Unit Price (Less Offloading)	$ *	$ 676,689.00	$ 722,286.00	$ 691,340.00	$ 862,889.00
Extended Price (3)	$	$ 2,030,067.00	$ 2,166,858.00	$ 2,074,020.00	$ 2,588,667.00
Manufacturer:		VTC	WEG	ABB	Delta Star
Delivery:		30-32 Weeks	30-32 Weeks	28-30 Weeks	58-62 Weeks
Bid Bond	Yes	Yes	Yes	Yes	Yes

*Incomplete Proposal, rejected at bid opening

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Electric

COUNCIL AGENDA DATE: September 16, 2019

BID NO.: 03-080919 CONTRACT NO.: DATE OPENED: August 9, 2019

DESCRIPTION:

Steel structural components to be used on the Burton Substation upgrade, form 69 kV to 100 kV

PURPOSE:

Replace old and outdated equipment.

COMMENTS:

RECOMMEND AWARD TO: DIstran Packaged Systems AMOUNT: $390,510.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001021205	40202	$390,510.00
TOTAL BUDGETED AMOUNT				$390,510.00

DEPARTMENT HEAD: Garey S. Edwards Digitally signed by Garey S. Edwards Date: 2019.08.21 14:16:09 -04'00' DATE: August 21, 2019

The Purchasing Division concurs with recommendation submitted by the Electric Dept. **and recommends award to the lowest responsible, responsive bidder** Distran **in the amount of $** 390,510.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.08.22 08:21:00 -04'00' DATE: August 22, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.08.22 08:43:55 -04'00' DATE: August 22, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.09.11 10:46:55 -04'00' DATE: August 22, 2019

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Electric

COUNCIL AGENDA DATE: September 16, 2019

BID NO.: 03-080919 CONTRACT NO.: DATE OPENED: August 9, 2019

DESCRIPTION:

Relay and Control Panels to be used on the Burton Substation upgrade, form 69 kV to 100 kV

PURPOSE:

Replace old and outdated equipment.

COMMENTS:

RECOMMEND AWARD TO: Birmingham Control Systems AMOUNT: $99,995.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001021205	40202	$99,995.00
TOTAL BUDGETED AMOUNT				$99,995.00

DEPARTMENT HEAD: Garey S. Edwards Digitally signed by Garey S. Edwards Date: 2019.08.21 14:16:09 -04'00' DATE: August 21, 2019

The Purchasing Division concurs with recommendation submitted by the Electric Dept. **and recommends award to the lowest responsible, responsive bidder** Birmingham **in the amount of $** 99,995.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.08.22 08:25:22 -04'00' DATE: August 22, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.08.22 08:43:06 -04'00' DATE: August 22, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.08.22 09:39:29 -04'00' DATE: August 22, 2019

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Electric

COUNCIL AGENDA DATE: September 16, 2019

BID NO.: 03-080919 CONTRACT NO.: DATE OPENED: August 9, 2019

DESCRIPTION:

100 kV Circuit Switchers to be used on the Burton Substation upgrade, form 69 kV to 100 kV

PURPOSE:

Replace old and outdated equipment.

COMMENTS:

RECOMMEND AWARD TO: R.W. Chapman & Co. AMOUNT: $100,144.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001021205	40202	$100,144.00
TOTAL BUDGETED AMOUNT				$100,144.00

DEPARTMENT HEAD: Garey S. Edwards Digitally signed by Garey S. Edwards Date: 2019.08.21 14:16:09 -04'00' DATE: August 21, 2019

The Purchasing Division concurs with recommendation submitted by the Electric Dept. **and recommends award to the lowest responsible, responsive bidder** R.W. Chapman **in the amount of $** 100,144.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.08.22 08:22:56 -04'00' DATE: August 22, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.08.22 08:43:27 -04'00' DATE: August 22, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.08.22 09:38:30 -04'00' DATE: August 22, 2019

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: ELECTRIC

COUNCIL AGENDA DATE: SEPTEMBER 16, 2019

BID NO.: 03-080919 CONTRACT NO.: DATE OPENED: AUGUST 9, 2019

DESCRIPTION:

15KV Circuit Breakers to be used on the Burton Substation upgrade, form 69 KV to 100KV

PURPOSE:

Replace old and outdated equipment.

COMMENTS:

RECOMMEND AWARD TO: Siemens Industry , Inc. AMOUNT: $230,761.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001021205	40202	$230,761.00
TOTAL BUDGETED AMOUNT				$230,761.00

DEPARTMENT HEAD: Tyler Berrier Digitally signed by Tyler Berrier DN: cn=Tyler Berrier, o=City of High Point, ou=Electric Utilities, email=Tyler.Berrier@highpointnc.gov, c=US Date: 2019.09.10 15:38:37 -04'00' DATE: August 21, 2019

The Purchasing Division concurs with recommendation submitted by the Electric Dept. **and recommends award to the lowest responsible, responsive bidder** Siemens Industry **in the amount of $** 230,761.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.09.10 16:36:52 -04'00' DATE: Septemeber 10,2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.09.11 08:11:15 -04'00' DATE: Septemeber 11,2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.09.11 10:32:38 -04'00' DATE: September 11, 2019

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Electric

COUNCIL AGENDA DATE: September 16, 2019

BID NO.: 03-080919 CONTRACT NO.: DATE OPENED: August 9, 2019

DESCRIPTION:

30 MVA Power Transformers to be used at Burton, Fairfield and Jackson Lake Substations.

PURPOSE:

Replace old and outdated equipment.

COMMENTS:

RECOMMEND AWARD TO: Virginia Transformer Corp. AMOUNT: $2,030,067.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001021205	40202	$676,689.00
431799	533701	431201024005	40202	$676,689.00
631799	533701	631201024305	40202	$676,689.00
TOTAL BUDGETED AMOUNT				$2,030,067.00

DEPARTMENT HEAD: Garey S. Edwards Digitally signed by Garey S. Edwards Date: 2019.08.21 14:16:09 -04'00' DATE: August 21, 2019

The Purchasing Division concurs with recommendation submitted by the Electric Dept. **and recommends award to the lowest responsible, responsive bidder** Virginia Transformer **in the amount of $** 2,030,067.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.08.22 08:34:42 -04'00' DATE: August 22, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.08.22 08:44:38 -04'00' DATE: August 22, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.08.22 09:40:07 -04'00' DATE: August 22, 2019

CITY OF HIGH POINT
AGENDA ITEM

Title: Agreement - Backflow Prevention Compliance

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Director Public Services
Greg Hall- Water/Sewer Mains Superintendent

Meeting Date: September 16, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: N/A

Attachment: Agreement with Terms and Conditions

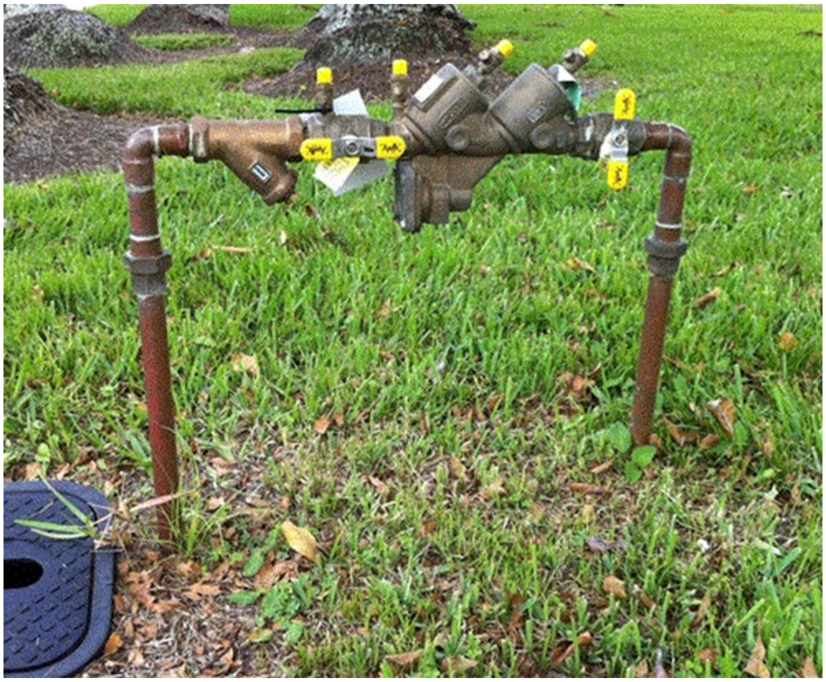
PURPOSE:
The Public Services Department is requesting approval to enter into a three (3) year agreement with Brycer, LLC to assist the City of High Point in complying with Federal and State backflow prevention regulations.

BACKGROUND:
The State and Federal regulations require the City to implement a backflow prevention program to protect the potable water supply. As part of the backflow prevention program, the City must keep a database of all backflow devices (residential, commercial, and irrigation). The City must ensure that the backflow devices are tested annually and that they are kept in working order by the owner.

There are an estimated 2,400 backflow devices that have been installed and most of them are privately owned. The Public Services Department is requesting approval to enter into an agreement with Brycer, LLC. Brycer, LLC will maintain the City's backflow database and annually notify each customer of the required test. The customers will then hire a certified backflow tester to test the backflow device(s). The backflow tester will pay a twelve (12) dollar administrative fee per backflow device as part of the submittal of the test results to Brycer, LLC. The Public Services Department will be able to monitor the testing process and address noncompliance issues as they arise.

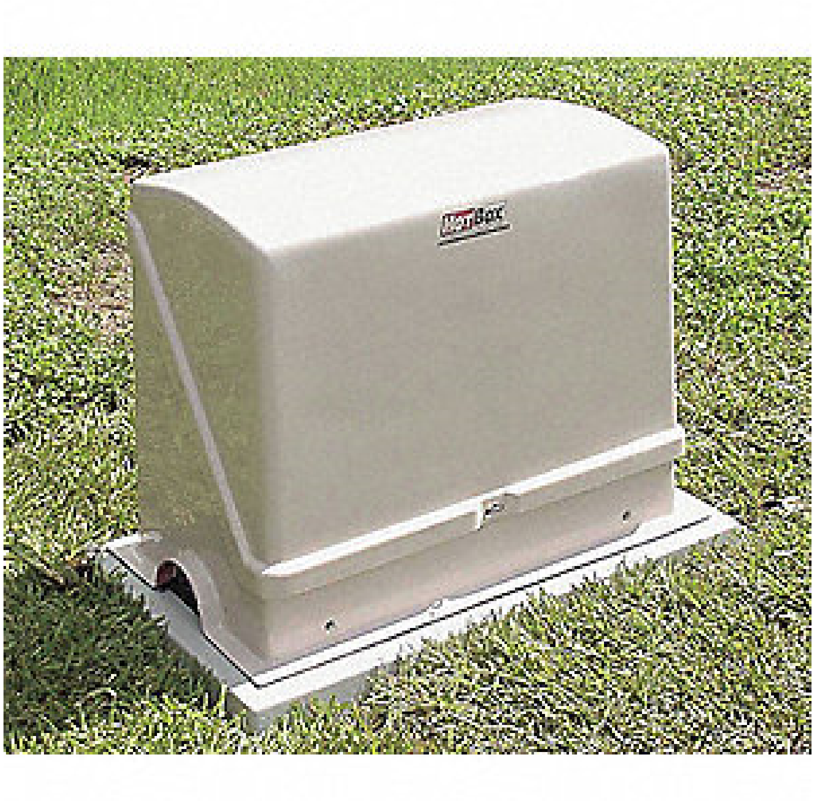
BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
City Council is requested to approve a three-year agreement with Brycer, LLC to assist the City in complying with Federal and State backflow prevention regulations and authorize the appropriate City Official to execute all necessary documentation.

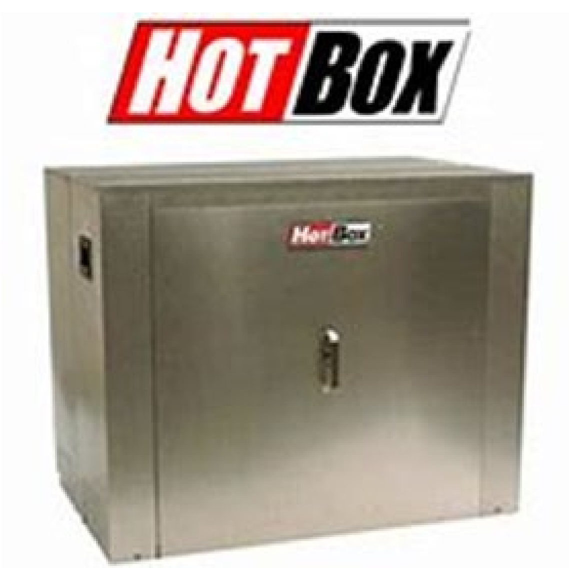


Example of an irrigation backflow device (residential)

Example of a larger backflow device (commercial)



Example of an enclosure for a residential backflow device



Example of an enclosure for a commercial backflow device

CITY OF HIGH POINT
AGENDA ITEM

Title: Agreement For Services – TLC Solutions Corporation/The Library Corporation

From: Mary Sizemore, Library Director
Jamie Beck, Library IS Manager

Public Hearing: N/A

Attachments: LS2 Hosted Contract

Meeting Date: September 16, 2019

Advertising Date: NA
Advertised By: NA

PURPOSE:
City Council is asked to award an Agreement For Services contract for TLC Solutions Corporation/The Library Corporation for services to include the Library's integrated library system (LS2) in amount of $209,890.00.

BACKGROUND:
This is a unique integrated library system service that is not biddable at the present time due to minimal vendors providing such services and TLC has been providing these services for the City over the past few years by way of Purchase Order. It is the intent moving forward to have such services under contract as supporting documentation for the issued purchase orders. This will be a 5-year contract that will include the Library's inventory, circulation, & public access catalog system.

BUDGET IMPACT:
Funding is available in the Annual Budget.

RECOMMENDATION / ACTION REQUESTED:
The Library Department requests that City Council approve the Agreement For Services contract in the amount of $209,890.00.

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Library

COUNCIL AGENDA DATE: 9-23-19

BID NO.: N/A CONTRACT NO.: N/A DATE OPENED:

DESCRIPTION:

This is a unique integrated library system service that is not biddable at the present time due to minimal vendors providing such services and TLC has been providing these services for the City over the past few years by way of Purchase Order. It is the intent moving forward to have such services under contract as sup

PURPOSE:

City Council is asked to award an Agreement For Services contract for TLC Solutions Corporation/The Library Corporation for services to include the Library's integrated library system (LS2) in amount of $209,890.00.

COMMENTS:

By creating a 5-year contract we will save $2000 a year over the previous annual renewals.

RECOMMEND AWARD TO: TLC Solutions Corp/The Library Corporation AMOUNT: $209,890.00

JUSTIFICATION:

LS2 is the hosted integrated library system the Library uses for inventory, circulation, & online catalog access. All the Library's inventory & borrower data is stored on web-based servers at TLC. TLC is the only vendor that can provide support of this system.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101456	526102			43378.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by Mary Sizemore DN: cn=Mary Sizemore, o=City of High Point, ou=Library, email=mary.sizemore@highpointnc.gov, c=US Date: 2019.09.06 13:07:33 -04'00' DATE: 9-06-19

The Purchasing Division concurs with recommendation submitted by the Library **and recommends award to the lowest responsible, responsive bidder** **TLC Solutions Corp.** **in the amount of $** **209,890.00**.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.09.09 10:15:06 -04'00' DATE: Sep 9, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.09.09 10:31:31 -04'00' DATE: Sep 9, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.09.09 10:32:33 -04'00' DATE: Sep 9, 2019

CITY OF HIGH POINT
AGENDA ITEM

Title: Second Amendment to License Agreement – SprintCom, Inc.

From: Meghan Maguire, Assistant City Attorney

Meeting Date: September 16, 2019

Public Hearing: N/A

Advertising Date:

Advertised By:

Attachments: Second Amendment to License Agreement

Purpose/Background:
SprintCom, Inc. ("Licensee") has requested a second amendment to the current license agreement with the City that allows them to use space at the Howard Water Tank for communication equipment. The amendment would result in the following changes:

1. Extend the term of the License by 8 additional Renewal Terms of 36 months each, with future escalations of 9% every 3 years; and
2. Requiring Licensee to pay a base fee in advance of monthly installment of $2,700.00; and
3. Changing the address of the Licensee.

Budget Impact:
Annual Revenue of approximately $32,400.00.

Recommendation:
The City Attorney's Office is recommending that City Council approve the Second Amendment to License Agreement with SprintCom, Inc. and to authorize the City Manager to execute the agreement.

Site Name: City of High Point **Site ID #: GB03XC354-A**

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement (this "Second Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain License Agreement dated September 16, 1999, between SprintCom, Inc., a Kansas corporation ("Licensee"), and City of High Point, a municipal corporation ("Licensor"), as amended by First Amendment to License Agreement dated September 14, 2009 (collectively, the "Agreement").

BACKGROUND

WHEREAS, the Agreement is set to expire on September 15, 2019, and Licensee and Licensor desire to extend the term of the Agreement.

WHEREAS, Licensee and Licensor desire to modify certain provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and Licensee agree as follows:

1. **Term**. Section 3 of the Agreement is amended by adding the following:

The current term of the Agreement will expire on September 15, 2019. Notwithstanding anything to the contrary in the Agreement, commencing on September 16, 2019, the term of the Agreement is extended for eight (8) additional Renewal Terms of thirty-six (36) months each (each a "New Renewal Term"). The Agreement will continue to renew per the terms of the Agreement. All references in the Agreement to the term shall include the New Renewal Terms.

2. **Modification to Initial Term and Rental.** Section 2 of the Agreement is amended by adding the following:

Starting on the first day of the New Renewal Term and on the first day of every month thereafter, Licensee will pay Base Fee in advance in equal monthly installments of Two Thousand Seven Hundred and No/100 Dollars ($2,700.00). Base Fee for any partial months will be prorated based upon a 30-day month.

Commencing on September 16, 2024 and every New Renewal Term thereafter, the Base Fee will be increased by nine percent (9%) of the monthly installment of Base Fee payable during the previous New Renewal Term. If the New Renewal Terms commences on any day other than the first day of a calendar month, then the Base Fee will not be increased until the first day of the first calendar month following the commencement of each New Renewal Terms.

Licensee's obligation to pay Base Fee is contingent upon Licensee's receipt of an IRS-approved W-9 form setting forth the tax identification number of Licensor or of the person or entity to whom payment is to be made payable as directed in writing by Licensor. Licensor agrees to enroll for automated payment no less than thirty (30) days prior to the commencement of the New Renewal Term. All of Licensee's payment obligations set forth in the Agreement are conditioned upon Licensor's timely enrollment for automated payment. Licensor may obtain electronic payment enrollment forms by contacting Landlord solutions at 800-357-7641 or by submitting a ticket for direct deposit via the landlord portal at https://landlordsolutions.sprint.com/.

3. **Notice Address**. The notice addresses in Section 14 of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

"To Licensor:	City of High Point Attn: City Manager P.O. Box 230 High Point, North Carolina 27261
With a copy to:	City of High Point Attn: City Attorney P.O. Box 230 High Point, North Carolina 27261
To Licensee:	Sprint Property Services Sprint Site ID: GB03XC354-A Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650
With a mandatory copy to:	Sprint Law Department Sprint Site ID: GB03XC354-A Attn.: Real Estate Attorney Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 66251-2020"

4. **General Terms and Conditions**.

a. All capitalized terms used in this Second Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Second Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment.

e. Licensor agrees to execute concurrently with this Second Amendment a recordable Memorandum of Amendment attached to this Second Amendment as Attachment 1, which Memorandum of Amendment Licensee may record at its own expense in the real property records where the Site is located.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Second Amendment as of the Effective Date.

Licensor: **City of High Point,** **a municipal corporation**		**Licensee:** **SprintCom, Inc.,** **a Kansas corporation**	
By:	______________________________ **(please use blue ink)**	By:	______________________________
Printed Name:	______________________________	Printed Name:	Silvia J. Lin
Title:	______________________________	Title:	Manager, Real Estate
Date:	______________________, 201___ **(Date must be completed)**	Date:	______________________, 201___ **(Date must be completed)**

ATTACHMENT 1
(MEMORANDUM OF AMENDMENT)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Sprint Property Services Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650	[space above this line for Recorder's use]

MEMORANDUM OF SECOND AMENDMENT TO LICENSE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO LICENSE AGREEMENT ("Second Amended Memorandum"), by and between City of High Point, a municipal corporation ("Licensor") and SprintCom, Inc., a Kansas corporation ("Licensee"), evidences the License Agreement made and entered into between Licensor and Licensee dated September 16, 1999, as may have been previously amended (collectively, the "Agreement") has been amended by written agreement between the parties (the "Second Amendment"). The term "Agreement" hereinafter refers to and includes the Second Amendment.

This Second Amended Memorandum amends that certain Amended Memorandum recorded with the Office of County Recorder, County of Guilford, State of North Carolina, as document number 2009070109 on November 16, 2009.

The Agreement provides in part that Licensor leases to Licensee certain real property owned by Licensor and located at 906 Howard Place, City of High Point, County of Guilford, State of North Carolina ("Property") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Property is legally described in Exhibit A attached hereto. The portion of the Property leased to Licensee together with non-exclusive utility and access easements (the "Site") is further described in the Agreement.

The new term(s) of Licensee's lease and tenancy under the Agreement, as amended by the Second Amendment, is commencing on September 16, 2019, and is subject to eight (8) renewal terms of thirty-six (36) months each that may be exercised by Licensee.

IN WITNESS WHEREOF, the parties have executed this Second Amended Memorandum as of the day and year indicated below.

Licensor: **City of High Point,** **a municipal corporation**	**Licensee**: **SprintCom, Inc.,** **a Kansas corporation**
By: (NOT FOR EXECUTION) **(please use blue ink)**	By: (NOT FOR EXECUTION)
Printed Name: ______________	Printed Name: Silvia J. Lin
Title: ______________	Title: Manager, Real Estate
Date: ______________	Date: ______________

EXHIBIT A
TO MEMORANDUM OF SECOND AMENDMENT TO LICENSE AGREEMENT

PROPERTY LEGAL DESCRIPTION (Per Deed Book 1336, page 290 and Deed Book 1110, Page 334)

Tract 1: BEING Lot Nos. 43, 44 and 48 as laid out on the map or plat of property known as North Park, which map is duly recorded in the Office of the Register of Deeds for Guilford County, NC, Plat Book 3, page 79.

Tract 2: BEING Lot No. 45, 46, 47, 51, 52, 125, 126, 135 and 136 of the North Park Subdivision, a plat of which is duly recorded in Plat Book No. 3 at page 79 in the Office of the Register of Deeds of Guilford County, NC to which plat reference is hereby made for further description.

The above described property was conveyed to the party of the first part by B. T. Ward, Commissioner, by deed duly recorded in Book 715, page 423, and being the lands formerly listed for taxation in the name of High Point Savings and Trust Company, Trustee.

SPRINT LEASE AREA:

THAT certain tract or parcel of land lying or being in Guilford County, North Carolina, being a portion of that certain tract of land as, in Deed Book 1336, page 290 and Deed Book 1110, page 334, in the Office of the Register of Deeds for Guilford County, and being more particularly described as follows:

BEGINNING at a point, the southern most corner of the proposed lease area tract; said point having North Carolina Grid Coordinates of: X=1701778.13 and Y=811016.96, said point also being N 19° 11' 29" W 138.58 feet from an existing iron located on the southern most corner of the above mentioned property. Thence from said beginning point the following courses and distances: N 31° 49' 19" W 25 feet to a point; thence N 58° 10' 41" E 26.50 feet to a point; thence S 31° 49' 19: E 25 feet to a point; thence S 58° 10' 41" W 26.50 feet to a point, the point and place of beginning.

ACCESS AND UTILITY EASEMENT: TOGETHER with a utility easement across the lands of the Lessor in a location reasonably designated by the Tenant, or the utility provider installing the service, so as to provide electrical service to the Lease Site sufficient to operate the improvements of Tenant on the Lease Site.

TOGETHER with a non-exclusive right and easement for ingress and egress at all times, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes, and equipment, over, under, or along the existing entrance(s), driveway(s), parking area(s), roof, tower, elevator(s), stairway(s), landscaped area(s), and open area(s) located on the property of which the Lease Site is a part extending to and from the Lease Site as described above to and from the adjoining public right of way, as such adjoining public right of way is shown and designated on the Lease Exhibit.

Cindy

Cigna.

Cigna HealthCare

Financial Proposal

for

City of High Point

211 S. Hamilton Street P.O. Box 230
High Point, NC 27261
SIC Code: 9199
Account Number: 3319524

Total Eligible Employees:	1500	**Participating Subscribers:**	1426
Employer Contributions - Employee:	Multiple	**Employer Contributions - Dependent:**	Multiple
Waiting Period:	Coverage effective on 1st day		
Eligibility Definition:	Active Employees working 30 hrs		

Effective Date: January 01, 2020

Note: The Quoted rates are subject to final Underwriting approval and, as noted below, are subject to change in the event of changes in benefits selected or changes in the risk factors upon which the Quoted Rates are based. In addition, state law may require regulatory approval of rates. If required regulatory approval has not been obtained on the proposed effective date, the healthplan shall use rates that are consistent with its then currently approved rating methodology and the quoted rates shall be effective immediately on the date for which they are approved for use. The Quoted Rates are guaranteed while the Group Service Agreement remains in effect until the next anniversary date, unless enrollment changes by 10% in which case Cigna HealthCare may change the Quoted Rate.

Date: July 01, 2019

Pre65 Retirees and Dual Option

Cigna PLAN OFFERED		
	Open Access Plus	Open Access Plus
	Pre65 Retirees	Active / Cobra
Plan Offering	Single Option	Single Option
Plan Name	Pre65 Retirees Sold 2019 Plan (8840142)	Actives Sold 2019 Paln (8840143)
Medical Management Model	Preferred Care	Preferred Care
Health Advocacy	Included	Included
Situs	NC	NC
Funding	Fully Insured	Fully Insured
Cigna MEDICAL BENEFITS*		
Collective Deductible	NO	NO
Collective OOP	NO	NO
Combined Medical/Pharmacy Ded/OOP	Combined OOP Only	Combined OOP Only
Deductible/OOP Max Accumulator	One Way Accumulation	One Way Accumulation
Variable Coinsurance Applies	YES	YES
Plan Deductible Order of Applicability	Benefit Copay, Plan Deductible, Coinsurance	Benefit Copay, Plan Deductible, Coinsurance
In-Network:		
Office Copay - PCP	$35	$35
Office Copay - SPC	$60	$60
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Copay	None	None
Emergency Room Copay	$150	$150
Urgent Care Copay	$75	$75
Advanced Radiology Imaging Copay - Office	None	None
Advanced Radiology Imaging Copay - Outpatient	None	None
Deductible - Individual	$1,000	$1,000
Deductible - Family	$2,000	$2,000
Out-of-Pocket - Individual	$4,500	$4,500
Out-of-Pocket - Family	$9,000	$9,000
Out-of-Pocket - Family - Individual Amount	$4,500	$4,500
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	100%	100%
Specialist Office Visits	100%	100%
Inpatient Hospital Facility	80%	80%
Outpatient Hospital Facility	80%	80%
Inpatient Professional Services	80%	80%
Outpatient Professional Services	80%	80%
Emergency Room	100%	100%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	100%	100%
Laboratory Services at an Independent Lab Facility	100%	100%
Radiology Services at an Outpatient Facility	100%	100%
Medical Specialty Drugs at an Outpatient Facility	80%	80%
Medical Specialty Drugs at a Physician's Office	100%	100%
Medical Specialty Drugs at Home Setting	80%	80%
Out of Network:		
Deductible - Individual	$2,000	$2,000
Deductible - Family	$4,000	$4,000
Out-of-Pocket - Individual	$9,000	$9,000
Out-of-Pocket - Family	$18,000	$18,000
Out-of-Pocket - Family - Individual Amount	$9,000	$9,000
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	70%	70%
Specialist Office Visits	70%	70%
Inpatient Hospital Facility	70%	70%
Outpatient Hospital Facility	70%	70%
Inpatient Professional Services	70%	70%
Outpatient Professional Services	70%	70%
Emergency Room	100%	100%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	70%	70%
Laboratory Services at an Independent Lab Facility	70%	70%
Radiology Services at an Outpatient Facility	70%	70%
Medical Specialty Drugs at an Outpatient Facility	70%	70%
Medical Specialty Drugs at a Physician's Office	70%	70%
Medical Specialty Drugs at Home Setting	70%	70%
Maximum Reimbursable Charge	Option 2	Option 2
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Deductible	None	None
MRC Fee Schedule Percentage (Professional)	110%	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%	110%
Pharmacy Benefits (G/B/NPB/4th Tier)		
Pharmacy Network	Focused 90 - CVS	Focused 90 - CVS
Formulary/PDL	Standard	Standard
Retail Copay	$15/$35/$60	$15/$35/$60
Retail Copay (90 Days)	$30/$70/$120	$30/$70/$120
Home Delivery Drug Copay	$30/$70/$120	$30/$70/$120
Deductible	None ($0)	None ($0)
Out-of-Pocket Max	Combined With Medical	Combined With Medical
Mental Health/Substance Use Disorder (Yes/No)	Yes	Yes
Vision Rider (Yes/No)	No	No

**High level benefit summary. Please see your plan summary for a more detailed benefit description. If this proposal includes Cigna Care Network, the level of in-network benefits applicable may vary from what is shown above.*

Cigna.

Pre65 Retirees and Dual Option

Cigna PLAN OFFERED	CIGNA HealthCare - Choice Fund HSA Open Access Plus
Plan Offering	Dual Option
Plan Name	Proposed HSA GC (8840146)
Medical Management Model	Preferred Care
Health Advocacy	Excluded
Situs	NC
Funding	Fully Insured
Cigna MEDICAL BENEFITS*	
Collective Deductible	YES
Collective OOP	NO
Combined Medical / Pharmacy Ded / OOP	Combined Ded & OOP
Deductible/OOP Max Accumulator	No Cross Accumulation
Variable Coinsurance Applies	NO
Plan Deductible Order of Applicability	Plan Deductible, Benefit Copay, Coinsurance
In-Network:	
Office Copay - PCP	None
Office Copay - SPC	None
Deductible - Individual	$1,500
Deductible - Family	$3,000
Out-of-Pocket - Individual	$3,500
Out-of-Pocket - Family	$5,000
Out-of-Pocket - Family - Individual Amount	$3,500
Out-of-Pocket Max Deductible	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	80%
Adult Preventive Care	100%, No Ded
Out of Network:	
Deductible - Individual	$3,000
Deductible - Family	$6,000
Out-of-Pocket - Individual	$7,000
Out-of-Pocket - Family	$10,000
Out-of-Pocket - Family - Individual Amount	$7,000
Out-of-Pocket Max Deductibles	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	60%
MRC Fee Schedule Percentage (Professional)	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%
Pharmacy Benefits (G/B/NPB/4th Tier)	
Pharmacy Network	Focused 90 - CVS
Formulary/PDL	Standard
Retail Copay	$15/$35/$60
Retail Copay (90 Days)	$30/$70/$120
Home Delivery Drug Copay	$30/$70/$120
Deductible	Combined With Medical
Out-of-Pocket Max	Combined With Medical
Mental Health/Substance Use Disorder (Yes/No)	Yes
Vision Rider (Yes/No)	No
Employer Fund Contribution	
Fund Amount - Individual	$750
Fund Amount - Family	$750
Eligible Expense	Included

**High level benefit summary. Please see your plan summary for a more detailed benefit description. If this proposal includes Cigna Care Network, the level of in-network benefits applicable may vary from what is shown above.*

Cigna.

Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2020

Cigna PLAN OFFERED			
	Open Access Plus		
Plan Offering	Pre65 Retirees		
Plan Name	Single Option		
Situs	OAP - Pre65 Retirees		
	NC		
	Pre65 Retirees (GAOAPI, KSOAPF, NCOAPB, NCOAPC,		
	Subscribers	Total Rate	Monthly Billed Amount
Employee	46	$713.13	$32,803.98
Emp + Spouse	13	$1,556.78	$20,238.14
Emp + Child(ren)	4	$1,493.30	$5,973.20
Emp + Family	8	$2,031.73	$16,253.84
Monthly Billed Amount	71		$75,269.16
Cigna PLAN OFFERED			
	Open Access Plus		
Plan Offering	Active / Cobra		
Plan Name	Single Option		
Situs	OAP - Actives		
	NC		
	Actives OAP (NCOAPA, NCOAPB, NCOAPC, NCOAPE,		
	Subscribers	Total Rate	Monthly Billed Amount
Employee	665	$599.58	$398,720.70
Emp + Spouse	100	$1,308.29	$130,829.00
Emp + Child(ren)	259	$1,254.32	$324,868.88
Emp + Family	195	$1,707.00	$332,865.00
Monthly Billed Amount	1219		$1,187,283.58
Cigna PLAN OFFERED			
Plan Offering	CIGNA HealthCare - Choice Fund HSA Open Access Plus		
Plan Name	Dual Option		
Situs	Proposed HSA Actives		
	NC		
	Actives HSA (NCOAPA, NCOAPB, NCOAPC, NCOAPE,		
	Subscribers	Total Rate	Monthly Billed Amount
Employee	74	$567.78	$42,015.72
Emp + Spouse	11	$1,238.90	$13,627.90
Emp + Child(ren)	29	$1,187.81	$34,446.49
Emp + Family	22	$1,616.49	$35,562.78
Monthly Billed Amount	136		$125,652.89

Note: The fee associated with the administration of the HRA and/or HSA product is excluded from the Rates.

Above rates do not reflect employer liability for fund contributions

Included in the proposed Monthly Billed Amount is the Benefit Advisor Fee which is not part of the monthly premium.

Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2020

Cigna.

Program Administrative Fees

	Fee Type	Enrollment
CIGNA HealthCare - Choice Fund HSA Open Access Plus	HSA Administrative Fee	136
Open Access Plus	Incentive Program - Motivate Me	1,426
Open Access Plus	Healthy Awards Account	1,426

Total Program Administrative Monthly Fees

For Cigna Healthcare HSA products, the Fees above include the Cigna Healthcare Administrative Fee plus any A
Options selected.

Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2020

Cigna.

Program Administrative Fees

	PEPM Fee
CIGNA HealthCare - Choice Fund HSA Open Access Plus	$4.50
Open Access Plus	$1.45
Open Access Plus	$1.44

Total Program Administrative Monthly Fees **$4,733.14**

For Cigna Healthcare HSA products, the Fees above include thdditional Options selected.

PROPOSAL TERMS AND CONDITIONS for Proposal: Pre65 Retirees and Dual Option

A. General Terms of this Proposal

Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group medical and pharmacy benefit plan (the "Plan") sponsored by City of High Point. This proposal is valid for 60 days from its original date of release,07/01/2019. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

<u>Proposal Caveats</u>
Cigna HealthCare may revise or withdraw this Proposal if:
1 there is a change to the effective date of the quote.
2 the policy period length is different than 12 months.
3 the policy will not be sitused in NC.
4 the Plan benefits are different than shown in the RFP or benefit modifications are requested.
5 there is a change in any law, regulation, or required assessment or tax that changes Cigna HealthCare's costs in offering the plan.
6 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
7 the final enrollment deviates from the quoted enrollment such that it results in a needed change in premium rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution of enrollees by product or by customer tier.

8 enrollment in the Cigna HealthCare administered plan is less than 50% of the total eligible population identified as 1500
9 any of the information upon which these rates or benefits were based (including Medical History Information) changes or is inaccurate.
10 it is not the exclusive provider of Medical / Pharmacy/ Vision or Rx products for all of City of High Point's employees in all worksites.
11 the employer contributes less than 50% toward the total cost of the coverage elected by each enrolled employee.
12 the employer changes its level of contribution toward the cost of the coverage.
13 either one or more of the quoted sites withdraws prior to the effective date or terminates during the contract term, or at any time following enrollment.
14 the current waiting period is different than Cove.
15 Federal, State or Local action impacts the benefit levels quoted herein or affects our ability to meet our obligations to you, to your covered employees/our customers or to our contracted providers. By way of illustration, such legislation or executive actions which impose controls or requirements that affect our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, Cigna HealthCare will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.
16 there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.

17 Client confirmation of employee counts reveal the group to be a Small Employer,as defined under the Patient Protection and Affordable Care Act,and accordingly Cigna HealthCare is not able to offer a PPACA compliant plan.

B. Scope and Application of this Proposal

Unless otherwise indicated, this Proposal:
1 supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan.
2 or policy may be canceled as of any Premium Due Date if the number of insured Employees fails to meet the minimum required per group participation rules; or for failure to comply with any other material plan provision relating to Employer contributions or group participation rules.
3 includes fixed charges for behavioral care services arranged by Cigna Behavioral Health, Inc. However, this may not apply in certain states
4 includes capitated charges for the provision of Hi-Tech Radiology services by eviCore (formerly known as MedSolutions, Inc.). However, this may not apply in certain states.
5 includes charges made by third parties for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (e.g., charges for management of diagnostic cardiology, radiation therapy, musculoskeletal procedures and medical oncology) when applicable.
6 includes Cigna's One Guide digital and customer guidance solution.
7 requires a separate benefit option due to state regulations, if you have purchased any product with Cigna HealthCare Behavioral Advantage and you have customers residing in NC or CA.
8 does not apply to part-time or seasonal employees for any plan.
9 Medicare eligible retirees are not included in this plan unless mandated by situs state legislation.
10 includes the Network Savings Program (NSP) and other Cost Containment programs designed to contain costs with respect to charges for health care services/supplies that are covered by the Plan. For administering these programs, Cigna retains a portion of the savings or recoveries generated.

11 excludes charges for converting a qualified customer of a group plan to an individual plan.
12 includes a maximum reimbursable charge for out-of-network coverage equal to 110% of a fee schedule developed by Cigna HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market OR 80th percentile of charges made by providers of such service or supply in the geographic area where the service is received.
13 excludes all fund amounts for Cigna Choice Fund products (HRA/HSA) from projected claims and premium, as those amounts are strictly the liability of City of High Point.
14 assumes all employees are located in the network area, and that all employees are only eligible for the Cigna HealthCare or any other affiliated company product offerings specified.
15 requires you notify us within 30 days if any information set forth in this form changes at any time while coverage is provided to you by Cigna HealthCare.

16 may require regulatory approval of rates. If, as of their proposed effective date, regulatory approval is not obtained, the healthplan shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically. If a product is new and has never had approved rates, the effective date of coverage will be postponed until regulatory approval is received.
17 allows caveats and conditions set forth in this document to survive execution of any final contract and/or insurance by Cigna HealthCare of any policy and/or Group Service Agreement.
18 assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will control in the event of a conflict with the terms of the request for proposal and the Proposal.
19 is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.
20 may include state required continuation rates which will match the rates for the underlying plan. For Nebraska and New York Over Age Dependents the rates will match the employee rate for the underlying plan.
21 Cigna HealthCare assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.
22 includes applicable Patient Protection and Affordable Care Act fees and assessments imposed upon health insurers including the Comparative Effectiveness Research Fee and the Health Insurance Industry Fee.
23 Assumes a non-Cigna HealthCare Pharmacy Benefit Manager administers oral or other self-administered anti-cancer prescription medication claims at a copayment/coinsurance level that is no less favorable than that for intravenous or injected anti-cancer medication prescribed for the same purpose and covered under employer's Cigna HealthCare plan. This assumption is applicable only if: (a) employer has contracted with a PBM (not Cigna HealthCare); (b) employer's plan is either insured, or, if self-funded, not subject to ERISA (i.e., is a church, government or association plan); and (c) employer's Cigna HealthCare plan is sitused in IA, HI, NM, OR, NJ, KE, VA, MA, NV, FL, ME, GA or a state with similar chemotherapy coverage law, or covers one or more individuals residing in CO, OK, VT, WA, TX, LA, MO or OH or in a state with similar extraterritorial chemotherapy coverage mandate.

24 establishes a Wellness/Health Improvement Fund (the "Fund") in the amount of $75000.00 for clinical/wellness/behavioral programs offered by Cigna HealthCare. These funds shall be used to defray the cost of Cigna HealthCare designated and arranged health and wellness improvement programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in these programs. The Fund may be accessed during the period from 01/01/2020 - 12/31/2020. The Fund may not be accessed following notice of termination of the Cigna HealthCare agreement. Unused funds cannot be rolled over and Cigna HealthCare must pre-approve use of the Fund.
25 Important Notice Regarding Benefit Advisor Compensation - The premium for this guaranteed cost (i.e., non-Shared Returns) policy may not include compensation payable to your benefit advisor. Check with your Cigna Sales representative to confirm whether this is the case. When that is the case, the proposed billed amount includes both premium and benefit advisor fees, which are not part of the monthly premium and Cigna will include any benefit advisor fees agreed to by the client and benefit advisor on client invoices and forward payments received to the benefit advisor if both the client and the benefit advisor authorize Cigna to do so by signing Cigna's Client and Benefit Advisor Acknowledgement Form. When required, this form must be signed before the date when the new rates take effect. If the form is not signed, the benefit advisor will be responsible for billing the client directly for any benefit advisor fees.

26 This proposal made by Cigna HealthCare is contingent upon Cigna HealthCare's receipt of the following information: -Completed medical history questionnaire prior to the policy effective date.
27 assumes that any non-voluntary vision benefit that is included in the medical plan and not provided through a separate policy is subject to ACA requirements.

28 does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.
o ADDITIONAL GENERAL TERMS OF THIS PROPOSAL:
29 The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

C. Additional Representations & Disclosures

1 Each plan presented in this proposal has an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare does not provide actuarial certifications.
2 In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.
3 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
4 the benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.

5 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

Cigna.

Gap Fund Acknowledgement

Are your employees reimbursed for their co-payments, co-insurance cost, deductibles or out of pocket expenses?

If so, please let us know the details below. If not, please still confirm and sign below.

We assume NO subsidization or reimbursement for any portion of the employees' cost-sharing responsibilities. And that's how we set the premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare, we, us").

Subsidization/reimbursement is also known as "Gap Funding". That is because employees receive money to fund the gap between their cost-share responsibility and Cigna HealthCare's payments.

Do you offer any of these plans? ☑ YES ☐ NO

- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Other means to reimburse employees for health plan expenses
  City copay reimbursement for HTN, cholesterol and diabetic presriptions (up to $15 per script)

If YES, please confirm the following:

- How much is the employer funding amount? _HSA $750 annually beginning 2020 plan year and HRA up to $360 annually______
- What is the reimbursement order? Does the HSA and/or HRA fund pay first, or something else? _The Healthy Awards Account pays first________________________
- Is there an annual rollover provision for the fund? ☐ YES ☐ NO
- Any changes in employer funding in the past year or future year? ☑ YES ☐ NO
  - If YES, please provide details: _ City HSA contribution $750 annually beginning 2020 plan year

Please notify Cigna HealthCare prior to implementing any "Gap Funding" program. Cigna HealthCare will determine if we need to change the premium rates/charges both now and in the future based on the information you provide.

Please affirm that the above information is true and complete. Thanks!

City of High Point

Date: 9/16/2019

By: [signature]

Greg Demko

Title: City Manager

CITY OF HIGH POINT
AGENDA ITEM

Title: Purchase of 10 Steel Transmission Poles
Hammer Substation to Eastchester

From: Garey S. Edwards, Electric Utilities Director

Public Hearing: N/A

Meeting Date: September 16, 2019
Advertising Date: August 30, 2019
Advertised By: N/A

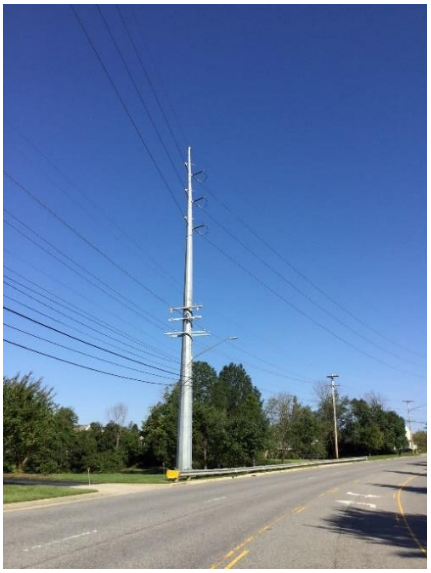
Attachments: Attachment A: Engineers Recommendation
Attachment B: Bid Tabulation

PURPOSE:
To purchase 10 steel transmission poles for the 100kV connection serving the new Hammer Substation.

BACKGROUND:
The project will supply 100 kV power to the new Hammer Substation located on Dayton Avenue and connect to the existing 100 kV line running along Eastchester Drive.

BUDGET IMPACT:
Funds are available in the 2019-2020 Annual Budget.

RECOMMENDATION / ACTION REQUESTED:
City Council is requested to award a contract to ROHN Products, LLC in the amount of $181,100.00 and authorize the appropriate City Official to execute all documentation.



NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Electric

COUNCIL AGENDA DATE: September 16, 2019

BID NO.: 05-083019 CONTRACT NO.: DATE OPENED: August 30.2019

DESCRIPTION:

10 steel transmission poles to be used for the 100kV connection serving the new Hammer Substation

PURPOSE:

The project will supply 100 kV power to the new Hammer Substation located on Dayton Avenue and connect to the existing 100 kV line running along Eastchester Drive.

COMMENTS:

RECOMMEND AWARD TO: ROHN Products, LLC AMOUNT: $181,100.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631181022905	40201	$181,100.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Garey S. Edwards Digitally signed by Garey S. Edwards Date: 2019.09.04 10:38:50 -04'00' DATE:

The Purchasing Division concurs with recommendation submitted by the Electric Dept. **and recommends award to the lowest responsible, responsive bidder** ROHN Products, LLC **in the amount of $** 181,100.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.09.04 13:33:21 -04'00' DATE: September 4, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.09.04 13:49:34 -04'00' DATE: September 4, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.09.04 16:01:24 -04'00' DATE: September 4, 2019

Southeastern Consulting Engineers, Inc.

September 3, 2019

City of High Point
P.O. Box 230
High Point, North Carolina 27261

Ref.: Steel Pole Recommendation
Bid No. 05-083019

Dear Garey:

The City received sealed proposals on August 30, 2019, from four suppliers for providing steel transmission poles for the Hammer Substation project. A tabulation of the bids received is attached.

Each bid was reviewed for compliance with the technical specifications and purchase price. The lowest and most responsive bid was submitted by Rohn Products in the amount of $181,100.00 with a 14 - 16 week lead time. Based on the preceding information, we recommend that the City accept Rohn's proposal and issue a purchase order in the amount of $181,100.00.

If you have any question or need any additional information, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By______________________
Steve R. Phillips
Associate Engineer

SRP/lc

600 MINUET LANE P.O. BOX 240436 CHARLOTTE, NC 28224
PHONE: (704) 523-6045 FAX: (704) 523-8317

BID TABULATION

Montgomery Street Project
Steel Transmission Poles

City of High Point
High Point, North Carolina

Date: 1:00 PM, August 30, 2019
Bid No. 05-083019

Bidder	MD Henry	ROHN	Sabre-FWT	Trinity-Meyers
Steel Poles:				
#1 - SCSW-100'	$30,813.00	$29,750.00	$39,641.00	$35,457.00
#2 - SCA/90-85'	$34,360.00	$33,800.00	$39,002.00	$35,266.00
#3 - SCA/90-85'	$34,360.00	$33,800.00	$39,002.00	$35,266.00
#4 - SCA/40-85'	$14,180.00	$16,050.00	$22,653.00	$17,877.00
#5 - SCT-100'	$8,316.00	$7,600.00	$18,706.00	$10,546.00
#6 - SCT-100'	$8,316.00	$8,350.00	$15,537.00	$10,546.00
#7 - SCT-100'	$8,316.00	$8,350.00	$15,537.00	$10,547.00
#8 - SCSW-100'	$30,813.00	$29,450.00	$37,026.00	$35,456.00
#9 - SCT-95'	$6,900.00	$7,800.00	$13,554.00	$10,980.00
#10 - SCAG-85'	$6,316.00	$6,150.00	$15,377.00	$7,903.00
TOTAL, Steel Poles	**$182,690.00**	**$181,100.00**	**$256,035.00**	**$209,844.00**
Bonds	Yes	Yes	Yes	Yes
Delivery	24-26 Weeks	14-16 Weeks	18-20 Weeks	20 Weeks

BID TABULATION
Montgomery Street Project
Steel Transmission Poles

City of High Point
High Point, North Carolina

Date: 1:00 PM, August 30, 2019
Bid No. 05-083019

Bidder	MD Henry	ROHN	Sabre-FWT	Trinity Meyers	
Steel Poles:					
#1 - SCSW-100'	$ 30,813	$ 29,750	$ 39,641	$ 35,457	$
#2 - SCA/90-85'	$ 34,360	$ 33,800	$ 39,002	$ 35,266	$
#3 - SCA/90-85'	$ 34,360	$ 33,800	$ 39,002	$ 35,266	$
#4 - SCA/40-85'	$ 14,180	$ 16,050	$ 22,653	$ 17,877	$
#5 - SCT-100'	$ 8,316	$ 7,600	$ 18,706	$ 10,546	$
#6 - SCT-100'	$ 8,316	$ 8,350	$ 15,537	$ 10,546	$
#7 - SCT-100'	$ 8,316	$ 8,350	$ 15,537	$ 10,547	$
#8 - SCSW-100'	$ 30,813	$ 29,450	$ 37,026	$ 35,456	$
#9 - SCT-95'	$ 6,900	$ 7,800	$ 13,554	$ 10,980	$
#10 - SCAG-85'	$ 6,316	$ 6,150	$ 15,377	$ 7,903	$
TOTAL, Steel Poles	**$** 182,690.00	**$** 181,100.00	**$** 256,035	**$** 209,844	**$**
Bonds	✓	✓	✓	✓	
Delivery	24-26 weeks	14-16 weeks	18-20 weeks	20 weeks	

CITY OF HIGH POINT
AGENDA ITEM

Title: Cigna Contract Renewal – Employee Health Care

From: Angela Kirkwood, Director of Human Resources

Meeting Date: September 16, 2019

Public Hearing: N/A

Advertising Date Advertised By: N/A

Attachments: Cigna Healthcare Contract

PURPOSE:
Renew the contract between Cigna Healthcare and the of City of High Point for city employee's healthcare coverage plan year of January 1, 2020 to December 31, 2020.

BACKGROUND:
The City of High Point offers healthcare coverage to its employees that include medical and dental care products. The plan year runs from January 1st to December 31st. At the Manager's Meeting on Monday, August 19, 2019, Mark Browder of Mark III Employee Benefits, briefed the City Council on the Medical Plan and Dental Plan Renewal options.

BUDGET IMPACT:
Cigna Healthcare medical costs increased by 5.72%. The annual costs are $17,522,641. There was a 5.72% increase in the Cigna's dental coverage, and the annual cost are $845,760. Funds are available in the 2019-2020 Annual Budget for this contract.

RECOMMENDATION / ACTION REQUESTED:
Council is requested to authorize the City Manager to execute a twelve (12) month contract with Cigna Healthcare for healthcare coverage for city employees. Contract will be effective January 1, 2020, to December 31, 2020.

Cigna.

Cigna HealthCare

Financial Proposal

for

City of High Point

211 S. Hamilton Street P.O. Box 230
High Point, NC 27261
SIC Code: 9199
Account Number: 3319524

Total Eligible Employees:	1500	**Participating Subscribers:**	1426
Employer Contributions - Employee:	Multiple	**Employer Contributions - Dependent:**	Multiple
Waiting Period:	Coverage effective on 1st day		

Eligibility Definition: Active Employees working 27 hours per week including part-time. Employee coverage terminates on the last day of employment. Dependents to age 26 (termination of coverage on birth date). Elected officials and Pre65 Retirees

Effective Date: January 01, 2020

Note: The Quoted rates are subject to final Underwriting approval and, as noted below, are subject to change in the event of changes in benefits selected or changes in the risk factors upon which the Quoted Rates are based. In addition, state law may require regulatory approval of rates. If required regulatory approval has not been obtained on the proposed effective date, the healthplan shall use rates that are consistent with its then currently approved rating methodology and the quoted rates shall be effective immediately on the date for which they are approved for use. The Quoted Rates are guaranteed while the Group Service Agreement remains in effect until the next anniversary date, unless enrollment changes by 10% in which case Cigna HealthCare may change the Quoted Rate.

Date: September 09, 2019

Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2020

Cigna.

Pre65 Retirees and Dual Option

Cigna PLAN OFFERED		
	Open Access Plus Pre65 Retirees	Open Access Plus Active / Cobra
Plan Offering	Single Option	Single Option
Plan Name	Pre65 Retirees Sold 2019 Plan (8840142)	Actives Sold 2019 Paln (8840143)
Medical Management Model	Preferred Care	Preferred Care
Health Advocacy	Included	Included
Situs	NC	NC
Funding	Fully Insured	Fully Insured
Cigna MEDICAL BENEFITS*		
Collective Deductible	NO	NO
Collective OOP	NO	NO
Combined Medical/Pharmacy Ded/OOP	Combined OOP Only	Combined OOP Only
Deductible/OOP Max Accumulator	One Way Accumulation	One Way Accumulation
Variable Coinsurance Applies	YES	YES
Plan Deductible Order of Applicability	Benefit Copay, Plan Deductible, Coinsurance	Benefit Copay, Plan Deductible, Coinsurance
In-Network:		
Office Copay - PCP	$35	$35
Office Copay - SPC	$60	$60
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Copay	None	None
Emergency Room Copay	$150	$150
Urgent Care Copay	$75	$75
Advanced Radiology Imaging Copay - Office	None	None
Advanced Radiology Imaging Copay - Outpatient	None	None
Deductible - Individual	$1,000	$1,000
Deductible - Family	$2,000	$2,000
Out-of-Pocket - Individual	$4,500	$4,500
Out-of-Pocket - Family	$9,000	$9,000
Out-of-Pocket - Family - Individual Amount	$4,500	$4,500
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	100%	100%
Specialist Office Visits	100%	100%
Inpatient Hospital Facility	80%	80%
Outpatient Hospital Facility	80%	80%
Inpatient Professional Services	80%	80%
Outpatient Professional Services	80%	80%
Emergency Room	100%	100%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	100%	100%
Laboratory Services at an Independent Lab Facility	100%	100%
Radiology Services at an Outpatient Facility	100%	100%
Medical Specialty Drugs at an Outpatient Facility	80%	80%
Medical Specialty Drugs at a Physician's Office	100%	100%
Medical Specialty Drugs at Home Setting	80%	80%
Out of Network:		
Deductible - Individual	$2,000	$2,000
Deductible - Family	$4,000	$4,000
Out-of-Pocket - Individual	$9,000	$9,000
Out-of-Pocket - Family	$18,000	$18,000
Out-of-Pocket - Family - Individual Amount	$9,000	$9,000
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	70%	70%
Specialist Office Visits	70%	70%
Inpatient Hospital Facility	70%	70%
Outpatient Hospital Facility	70%	70%
Inpatient Professional Services	70%	70%
Outpatient Professional Services	70%	70%
Emergency Room	100%	100%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	70%	70%
Laboratory Services at an Independent Lab Facility	70%	70%
Radiology Services at an Outpatient Facility	70%	70%
Medical Specialty Drugs at an Outpatient Facility	70%	70%
Medical Specialty Drugs at a Physician's Office	70%	70%
Medical Specialty Drugs at Home Setting	70%	70%
Maximum Reimbursable Charge	Option 2	Option 2
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Deductible	None	None
MRC Fee Schedule Percentage (Professional)	110%	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%	110%
Pharmacy Benefits (G/B/NPB/4th Tier)		
Pharmacy Network	Focused 90 - CVS	Focused 90 - CVS
Formulary/PDL	Standard	Standard
Retail Copay	$15/$35/$60	$15/$35/$60
Retail Copay (90 Days)	$30/$70/$120	$30/$70/$120
Home Delivery Drug Copay	$30/$70/$120	$30/$70/$120
Deductible	None ($0)	None ($0)
Out-of-Pocket Max	Combined With Medical	Combined With Medical
Mental Health/Substance Use Disorder (Yes/No)	Yes	Yes
Vision Rider (Yes/No)	No	No

**High level benefit summary. Please see your plan summary for a more detailed benefit description. If this proposal includes Cigna Care Network, the level of in-network benefits applicable may vary from what is shown above.*

Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2020

Cigna.

Pre65 Retirees and Dual Option

Cigna PLAN OFFERED	
	CIGNA HealthCare - Choice Fund HSA Open Access Plus
Plan Offering	Dual Option
Plan Name	Proposed HSA GC (8840146)
Medical Management Model	Preferred Care
Health Advocacy	Excluded
Situs	NC
Funding	Fully Insured
Cigna MEDICAL BENEFITS*	
Collective Deductible	YES
Collective OOP	NO
Combined Medical / Pharmacy Ded / OOP	Combined Ded & OOP
Deductible/OOP Max Accumulator	No Cross Accumulation
Variable Coinsurance Applies	NO
Plan Deductible Order of Applicability	Plan Deductible, Benefit Copay, Coinsurance
In-Network:	
Office Copay - PCP	None
Office Copay - SPC	None
Deductible - Individual	$1,500
Deductible - Family	$3,000
Out-of-Pocket - Individual	$3,500
Out-of-Pocket - Family	$5,000
Out-of-Pocket - Family - Individual Amount	$3,500
Out-of-Pocket Max Deductible	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	80%
Adult Preventive Care	100%, No Ded
Out of Network:	
Deductible - Individual	$3,000
Deductible - Family	$6,000
Out-of-Pocket - Individual	$7,000
Out-of-Pocket - Family	$10,000
Out-of-Pocket - Family - Individual Amount	$7,000
Out-of-Pocket Max Deductibles	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	60%
MRC Fee Schedule Percentage (Professional)	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%
Pharmacy Benefits (G/B/NPB/4th Tier)	
Pharmacy Network	Focused 90 - CVS
Formulary/PDL	Standard
Retail Copay	$15/$35/$60
Retail Copay (90 Days)	$30/$70/$120
Home Delivery Drug Copay	$30/$70/$120
Deductible	Combined With Medical
Out-of-Pocket Max	Combined With Medical
Mental Health/Substance Use Disorder (Yes/No)	Yes
Vision Rider (Yes/No)	No
Employer Fund Contribution	
Fund Amount - Individual	$750
Fund Amount - Family	$750
Eligible Expense	Included

**High level benefit summary. Please see your plan summary for a more detailed benefit description. If this proposal includes Cigna Care Network, the level of in-network benefits applicable may vary from what is shown above.*

Cigna.

Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2020

Pre65 Retirees and Dual Option

Cigna PLAN OFFERED			
Plan Offering Plan Name Situs	Open Access Plus Pre65 Retirees Single Option Pre65 Retirees Sold 2019 Plan NC		
	Pre65 Retirees (GAOAPI, KSOAPF, NCOAPB, NCOAPC, NCOAPF,		
	Subscribers	Total Rate	Monthly Billed Amount
Employee	46	$879.67	$40,464.82
Emp + Spouse	13	$1,920.31	$24,964.03
Emp + Child(ren)	4	$1,842.03	$7,368.12
Emp + Family	8	$2,506.17	$20,049.36
Monthly Billed Amount	71		$92,846.33
Cigna PLAN OFFERED			
Plan Offering Plan Name Situs	Open Access Plus Active / Cobra Single Option Actives Sold 2019 Paln NC		
	Actives OAP (NCOAPA, NCOAPB, NCOAPC, NCOAPE, NCOAPG,		
	Subscribers	Total Rate	Monthly Billed Amount
Employee	665	$591.56	$393,387.40
Emp + Spouse	100	$1,290.78	$129,078.00
Emp + Child(ren)	259	$1,237.53	$320,520.27
Emp + Family	195	$1,684.16	$328,411.20
Monthly Billed Amount	1219		$1,171,396.87
Cigna PLAN OFFERED			
Plan Offering Plan Name Situs	CIGNA HealthCare - Choice Fund HSA Open Access Plus Dual Option Proposed HSA GC NC		
	Actives HSA (NCOAPA, NCOAPB, NCOAPC, NCOAPE, NCOAPG,		
	Subscribers	Total Rate	Monthly Billed Amount
Employee	74	$560.19	$41,454.06
Emp + Spouse	11	$1,222.32	$13,445.52
Emp + Child(ren)	29	$1,171.90	$33,985.10
Emp + Family	22	$1,594.85	$35,086.70
Monthly Billed Amount	136		$123,971.38

Note: The fee associated with the administration of the HRA and/or HSA product is excluded from the Rates.

Above rates do not reflect employer liability for fund contributions

Included in the proposed Monthly Billed Amount is the Benefit Advisor Fee which is not part of the monthly premium.

Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2020

Program Administrative Fees

	Fee Type	Enrollment	PEPM Fee
CIGNA HealthCare - Choice Fund HSA Open Access Plus	HSA Administrative Fee	136	$4.50
Open Access Plus	Incentive Program-Motivate Me	1,426	$1.45
Open Access Plus	Healthy Awards Account	1,426	$1.44

Total Program Administrative Monthly Fees **$4,733.14**

For Cigna Healthcare HSA products, the Fees above include the Cigna Healthcare Administrative Fee plus any Additional Options selected.

Cigna.

PROPOSAL TERMS AND CONDITIONS for Proposal: Pre65 Retirees and Dual Option

A. General Terms of this Proposal

Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group medical and pharmacy benefit plan (the "Plan") sponsored by City of High Point. This proposal is valid for 60 days from its original date of release,07/01/2019. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

Proposal Caveats
Cigna HealthCare may revise or withdraw this Proposal if:
1 there is a change to the effective date of the quote.
2 the policy period length is different than 12 months.
3 the policy will not be sitused in NC.
4 the Plan benefits are different than shown in the RFP or benefit modifications are requested.
5 there is a change in any law, regulation, or required assessment or tax that changes Cigna HealthCare's costs in offering the plan.
6 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
7 the final enrollment deviates from the quoted enrollment such that it results in a needed change in premium rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution of enrollees by product or by customer tier.

8 enrollment in the Cigna HealthCare administered plan is less than 50% of the total eligible population identified as 1500
9 any of the information upon which these rates or benefits were based (including Medical History Information) changes or is inaccurate.
10 it is not the exclusive provider of Medical / Pharmacy/ Vision or the products for all of City of High Point's employees in all worksites.
11 the employer contributes less than 50% toward the total cost of the coverage elected by each enrolled employee.
12 the employer changes its level of contribution toward the cost of the coverage.
13 either one or more of the quoted sites withdraws prior to the effective date or terminates during the contract term, or at any time following enrollment.
14 the current waiting period is different than Cove.
15 Federal, State or Local action impacts the benefit levels quoted herein or affects our ability to meet our obligations to you, to your covered employees/our customers or to our contracted providers. By way of illustration, such legislation or executive actions which impose controls or requirements that affect, our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, Cigna HealthCare will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.
16 there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.

17 Client confirmation of employee counts reveal the group to be a Small Employer,as defined under the Patient Protection and Affordable Care Act,and accordingly Cigna HealthCare is not able to offer a PPACA compliant plan.

B. Scope and Application of this Proposal

Unless otherwise indicated, the coverage reflected in this Proposal.
1 supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan.
2 or policy may be canceled as of any Premium Due Date if the number of insured Employees fails to meet the minimum required per group participation rules; or for failure to comply with any other material plan provision relating to Employer contributions or group participation rules.
3 includes fixed charges for behavioral care services arranged by Cigna Behavioral Health, Inc. However, this may not apply in certain states
4 includes capitated charges for the provision of Hi-Tech Radiology services by eviCore (formerly known as MedSolutions, Inc.). However, this may not apply in certain states.
5 includes charges made by third parties for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (e.g., charges for management of diagnostic cardiology, radiation therapy, musculoskeletal procedures and medical oncology) when applicable.
6 includes Cigna's One Guide digital and customer guidance solution.
7 requires a separate benefit option due to state regulations, if you have purchased any product with Cigna HealthCare Behavioral Advantage and you have customers residing in NC or CA.
8 does not apply to part-time or seasonal employees for any plan.
9 Medicare eligible retirees are not included in this plan unless mandated by situs state legislation.
10 includes the Network Savings Program (NSP) and other Cost Containment programs designed to contain costs with respect to charges for health care services/supplies that are covered by the Plan. For administering these programs, Cigna retains a portion of the savings or recoveries generated.

11 excludes charges for converting a qualified customer of a group plan to an individual plan.
12 includes a maximum reimbursable charge for out-of-network coverage equal to 110% of a fee schedule developed by Cigna HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market OR 80th percentile of charges made by providers of such service or supply in the geographic area where the service is received.
13 excludes all fund amounts for Cigna Choice Fund products (HRA/HSA) from projected claims and premium, as those amounts are strictly the liability of City of High Point
14 assumes all employees are located in the network area, and that all employees are only eligible for the Cigna HealthCare or any other affiliated company product offerings specified.
15 requires you notify us within 30 days if any information set forth in this form changes at any time while coverage is provided to you by Cigna HealthCare.

16 may require regulatory approval of rates. If, as of their proposed effective date, regulatory approval is not obtained, the healthplan shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically. If a product is new and has never had approved rates, the effective date of coverage will be postponed until regulatory approval is received.
17 allows caveats and conditions set forth in this document to survive execution of any final contract and/or issuance by Cigna HealthCare of any policy and/or Group Service Agreement.
18 assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will control in the event of a conflict with the terms of the request for proposal and the Proposal.
19 is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.
20 may include state required continuation rates which will match the rates for the underlying plan. For Nebraska and New York Over Age Dependents the rates will match the employee rate for the underlying plan.
21 Cigna HealthCare assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.
22 includes applicable Patient Protection and Affordable Care Act fees and assessments imposed upon health insurers including the Comparative Effectiveness Research Fee and the Health Insurance Industry Fee.
23 Assumes a non-Cigna HealthCare Pharmacy Benefit Manager administers oral or other self-administered anti-cancer prescription medication claims at a copayment/coinsurance level that is no less favorable than that for intravenous or injected anti-cancer medication prescribed for the same purpose and covered under employer's Cigna HealthCare plan. This assumption is applicable only if: (a) employer has contracted with a PBM (not Cigna HealthCare); (b) employer's plan is either insured, or, if self-funded, not subject to ERISA (i.e., is a church, government or association plan); and (c) employer's Cigna HealthCare plan is sitused in IA, HI, NM, OR, NJ, NE, VA, MA, NV, FL, ME, GA or a state with similar chemotherapy coverage law, or covers one or more individuals residing in CO, OK, VT, WA, TX, LA, MO or OH or in a state with similar extraterritorial chemotherapy coverage mandate.

24 establishes a Wellness/Health Improvement Fund (the "Fund") in the amount of $75000.00 for clinical/wellness/behavioral programs offered by Cigna HealthCare. These funds shall be used to defray the cost of Cigna HealthCare designated and arranged health and wellness improvement programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in these programs. The Fund may be accessed during the period from 01/01/2020 - 12/31/2020. The Fund may not be accessed following notice of termination of the Cigna HealthCare agreement. Unused funds cannot be rolled over and Cigna HealthCare must pre-approve use of the Fund.
25 Important Notice Regarding Benefit Advisor Compensation - The premium for this guaranteed cost (i.e., non-Shared Returns) policy may not include compensation payable to your benefit advisor. Check with your Cigna Sales representative to confirm whether this is the case. When that is the case, the proposed billed amount includes both premium and benefit advisor fees, which are not part of the monthly premium and Cigna will include any benefit advisor fees agreed to by the client and benefit advisor on client invoices and forward payments received to the benefit advisor if both the client and the benefit advisor authorize Cigna to do so by signing Cigna's Client and Benefit Advisor Acknowledgement Form. When required, this form must be signed before the date when the new rates take effect. If the form is not signed, the benefit advisor will be responsible for billing the client directly for any benefit advisor fees.

26 This proposal made by Cigna HealthCare is contingent upon: Cigna HealthCare's receipt of the following information: -Completed medical history questionnaire prior to the policy effective date.
27 assumes that any non-voluntary vision benefit that is included in the medical plan and not provided through a separate policy is subject to ACA requirements.

28 does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.
o ADDITIONAL GENERAL TERMS OF THIS PROPOSAL:
29 The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

C. Additional Representations & Disclosures

1 Each plan presented in this proposal has an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare does not provide actuarial certifications.
2 In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.
3 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
4 the benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.

5 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

Cigna.

Gap Fund Acknowledgement

Are your employees reimbursed for their co-payments, co-insurance cost, deductibles or out of pocket expenses?

If so, please let us know the details below. If not, please still confirm and sign below.

We assume NO subsidization or reimbursement for any portion of the employees' cost-sharing responsibilities. And that's how we set the premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare, we, us").

Subsidization/reimbursement is also known as "Gap Funding". That is because employees receive money to fund the gap between their cost-share responsibility and Cigna HealthCare's payments.

Do you offer any of these plans? ☑ YES ☐ NO

- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Other means to reimburse employees for health plan expenses

    City copay reimbursement for HTN, cholesterol and diabetic presriptions (up to $15 per script)

If YES, please confirm the following:

- How much is the employer funding amount? _HSA $750 annually beginning 2020 plan year and HRA up to $360 annually______
- What is the reimbursement order? Does the HSA and/or HRA fund pay first, or something else? _The Healthy Awards Account pays first________________________
- Is there an annual rollover provision for the fund? ☐ YES ☐ NO
- Any changes in employer funding in the past year or future year? ☑ YES ☐ NO
    - If YES, please provide details: _ City HSA contribution $750 annually beginning 2020 plan year

Please notify Cigna HealthCare prior to implementing any "Gap Funding" program. Cigna HealthCare will determine if we need to change the premium rates/charges both now and in the future based on the information you provide.

Please affirm that the above information is true and complete. Thanks!

City of High Point

Date: ______________________________

By: ________________________________

Title: ______________________________

CITY OF HIGH POINT
AGENDA ITEM

Title: Motor Grader

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: September 16, 2019

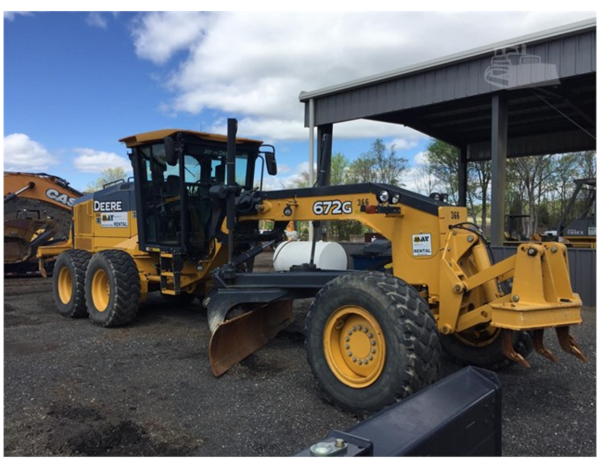
Advertising Date / N/A
Advertised By: N/A

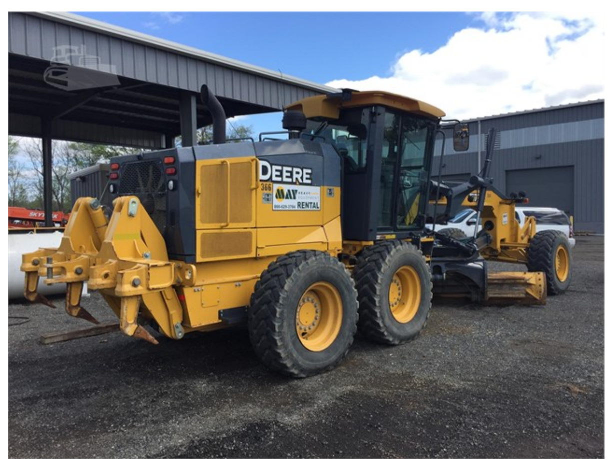
PURPOSE:
The Landfill Division of Public Services has a motor grader in need of replacement based on age and overall condition. We are recommending a 2014 John Deere 672G motor grader for council approval.

BACKGROUND:
The Landfill Division has a 1997 Galion 830C in need of replacement based on age and overall condition. This brand is no longer in production and we believe this machine has reached the end of its useful life. May Equipment has a 2014 John Deere 672G motor grader that was in their rental pool with 3,533 hours. The motor grader has been operated by the landfill staff and they believe it will meet their needs. The price of $176,203.80 is for the motor grader and delivery.

BUDGET IMPACT:
Funds are available in the 2019-20 budget.

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing one 2014 John Deere 672G motor grader from May Equipment in the amount of $176,203.80. Recommendation also includes declaring the old motor grader as surplus and disposing through the online auction process.





HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: September 16, 2019

BID NO.: NA - Pre-owned CONTRACT NO.: DATE OPENED:

DESCRIPTION:

2014 John Deere 672G Motor Grader

PURPOSE:

The Landfill Division has a 1997 Galion 830C in need of replacement based on age and overall condition. This brand is no longer in production and we believe this machine has reached the end of its useful life.

COMMENTS:

May Heavy Equipment has a 2014 John Deere 672G motor grader that was in their rental pool with 3,533 hours. The motor grader has been operated by the landfill staff and they believe it will meet their needs. The price of $176,203.80 is for the motor grader and delivery. (Pre-owned)

RECOMMEND AWARD TO: May Heavy Equipment Company AMOUNT: $176,203.80

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			$ 176,203.80
TOTAL BUDGETED AMOUNT				$ 176,203.80

DEPARTMENT HEAD: Gary L. Smith Digitally signed by Gary L. Smith DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2019.08.21 11:42:06 -04'00' DATE: August 21, 2019

The Purchasing Division concurs with recommendation submitted by the Fleet Services **and recommends award to the lowest responsible, responsive bidder** May Heavy Equip. Co. **in the amount of $** 176,203.80.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.08.21 12:06:17 -04'00' DATE: August 21, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.08.21 13:35:47 -04'00' DATE: August 21, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.08.21 14:09:54 -04'00' DATE: 8/21/2019

CITY OF HIGH POINT
AGENDA ITEM

Title: Contract Electric Distribution Crews

From: Garey S. Edwards, Electric Utilities Director

Public Hearing: N/A

Meeting Date: 09/16/19
Advertising Date: 09/11/19
Advertised By: N/A

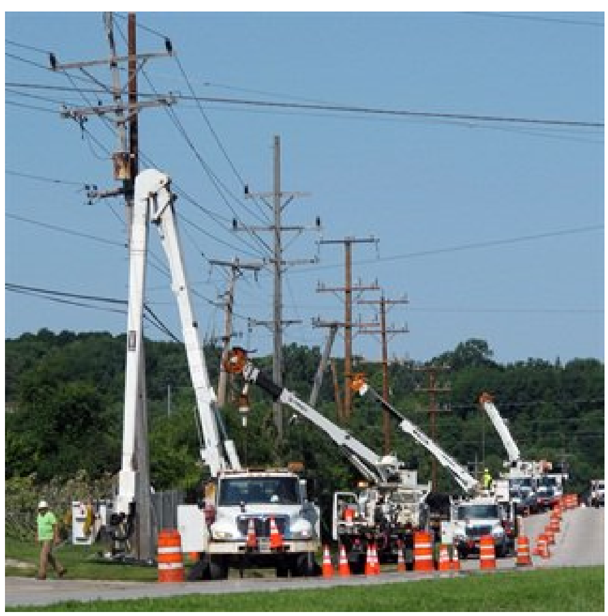
Attachments: Attachment A: Bid Tabulation

PURPOSE:
On September 11th, the City received bids for contract labor and equipment to be utilized in the Electric Department over the next 2 years. The contract is extendable for 2 additional 2-year periods. These crews will be used on projects such as repair and replacement of underground lines, system expansion, substation work and emergency restoration. The City will have the ability to add or delete crews as demand fluctuates.

BACKGROUND:
The City Electric Department has utilized contract labor to level out changing workloads and supplement increased project labor caused by changes in the economy and increased capital expenditures.

BUDGET IMPACT:
We have budgeted adequate funds for this proposal.

RECOMMENDATION / ACTION REQUESTED:
City Staff has reviewed the bid submittals and evaluated the bids. The Electric Department is requesting City Council award the contract to Pike Electric in the amount of $2,269,204.52.



Bid Tabulation

Bid No. 08-09119

	Lee Electrical Construction	Pike Electric	Williams Electric
	Total Annual Cost	Total Annual Cost	Total Annual Cost
Overhead Crew	$ 655,843.12	$ 284,088.41	$ 575,630.21
Underground Crew	$ 1,333,745.64	$ 485,031.57	$ 938,501.69
Substation Crew	$ 972,345.00	$ 372,240.21	$ 644,490.00
Equipment	$ 1,296,859.95	$ 1,127,844.33	$ 925,139.30
Total Annual Cost	**$ 4,258,793.71**	**$ 2,269,204.52**	**$ 3,083,761.19**

EEO-1 Report Filed to EEOC	Yes	Yes	Yes
Any EEOC Underutilization Reported by Independent Consultant	Yes	No	No
AAP Plan	Yes	Yes	Yes
EEOP Policy	Yes	Yes	Yes
CEO Commitment to AAP and EEOP	Yes	Yes	Yes
Number of Crews Within 50 miles	7	87	7
Number of Crews Within 100 miles	50	203	16
Training Records	Yes	Yes	Yes
OSHA 300 Form	Yes	Yes	Yes

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Electric Department

COUNCIL AGENDA DATE: September 16, 2019

BID NO.: 08-091119 CONTRACT NO.: DATE OPENED: September 11, 2019

DESCRIPTION:

These bids are for contract labor and equipment to be utilized in the Electric Department over the next 2 years. The contract is extendable for 2 additional 2-year periods.

PURPOSE:

These crews will be used on projects such as repair and replacement of underground lines, system expansion, substation work and emergency restoration. We will have the ability to add or delete crews as demand fluctuates.

COMMENTS:

RECOMMEND AWARD TO: Pike Electric AMOUNT: $2,269,204.52

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631795	533501		40201	$2,110,000.00
631799	533701	631181022905	40201	$159,204.52
TOTAL BUDGETED AMOUNT				$2,269,204.52

DEPARTMENT HEAD: Garey S. Edwards Digitally signed by Garey S. Edwards Date: 2019.09.11 18:16:36 -04'00' DATE:

The Purchasing Division concurs with recommendation submitted by the Electric Department **and recommends award to the lowest responsible, responsive bidder** Pike Electric **in the amount of $** 2,269,204.52.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.09.12 08:20:31 -04'00' DATE: September 12, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.09.12 08:26:40 -04'00' DATE: September 12, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.09.12 08:40:03 -04'00' DATE: September 12, 2019

RESOLUTION APPROVING DONATION OF SURPLUS CONFERENCE ROOM CHAIRS TO GUILFORD COUNTY BOARD OF EDUCATION ADMINISTRATION (FAIRVIEW ELEMENTARY SCHOOL) PURSUANT TO N.C.G.S. 160A-274

WHEREAS, the City of High Point owns ten conference room chairs which are no longer useful to the City and should be declared as surplus to the City's needs; and

WHEREAS, N.C.G.S. 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, **with or without consideration**; and

WHEREAS, the City of High Point has determined that it is in the best interst of the City to convey these ten (10) conference room chairs to the Guilford County Board of Education Administration for use at Fairview Elementary School located in High Point, North Carolina, and deems it wise to do so for no consideration.

NOW, THERFORE, BE IT RESOLVED, by the High Point City Council that (1) the furniture identified above is hereby declared to be surplus to the needs of the City of High Point based upon its age and condition; and

BE IT FURTHER RESOLVED that the High Point City Council hereby approves the donation of the surplus equipment, and that the City Manager, or his designee, is hereby authorized to execute, on behalf of the City of High Point, the necessary documents to convey ownership of the above-described equipment by donation to the Guilford County Board of Education Administration for use at Fairview Elementary School located in High Point, North Carolina pursuant to the provisions set forth in N.C.G.S. 160A-274.

Adopted by the High Point City Council
this 16th day of September, 2019

Jay W. Wagner

Jay W. Wagner, Mayor

Attest:

City of High Point North Carolina

Lisa B. Vierling

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Furniture Donation – Guilford County Board of Education Administration (Fairview Elementary School)

From: Eric Olmedo, Managing Director

Public Hearing: N/A

Attachments: Resolution

Meeting Date: September 16, 2019
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A resolution is needed to donate surplus office furniture to the Guilford County Board of Education Administration for use at Fairview Elementary School in High Point, North Carolina.

BACKGROUND:
Fairview Elementary School has established a community conference room for parent teacher consultations and other meetings. They have received a donation of a conference table from HPU but need chairs for the table. The City has ten (10) surplus conference room chairs that can be donated to the school to complement the donated conference table.

BUDGET IMPACT:
None

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the City Council to adopt a Resolution approving the donation of surplus office furniture to the Guilford County School Board Administration for use at Fairview Elementary School in High Point, North Carolina and authorize the City Manager or his designee to execute all necessary documents.

RESOLUTION APPROVING DONATION OF SURPLUS CONFERENCE ROOM CHAIRS TO GUILFORD COUNTY BOARD OF EDUCATION ADMINISTRATION (FAIRVIEW ELEMENTARY SCHOOL) PURSUANT TO N.C.G.S. 160A-274

WHEREAS, the City of High Point owns ten conference room chairs which are no longer useful to the City and should be declared as surplus to the City's needs; and

WHEREAS, N.C.G.S. 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, **with or without consideration**; and

WHEREAS, the City of High Point has determined that it is in the best interst of the City to convey these ten (10) conference room chairs to the Guilford County Board of Education Administration for use at Fairview Elementary School located in High Point, North Carolina, and deems it wise to do so for no consideration.

NOW, THERFORE, BE IT RESOLVED, by the High Point City Council that (1) the furniture identified above is hereby declared to be surplus to the needs of the City of High Point based upon its age and condition; and

BE IT FURTHER RESOLVED that the High Point City Council hereby approves the donation of the surplus equipment, and that the City Manager, or his designee, is hereby authorized to execute, on behalf of the City of High Point, the necessary documents to convey ownership of the above-described equipment by donation to the Guilford County Board of Education Administration for use at Fairview Elementary School located in High Point, North Carolina pursuant to the provisions set forth in N.C.G.S. 160A-274.

Adopted by the High Point City Council
this 16th day of September, 2019

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Jay W. Wagner, Mayor

Attest:

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Lisa B. Vierling, City Clerk