

City of High Point

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



Meeting Agenda

Thursday, July 29, 2021

4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Mayor Pro Tem, Chair

Committee Members:

Michael Holmes

Monica Peters

Victor Jones

Jay Wagner, Mayor (Alternate)

FINANCE COMMITTEE - Mayor Pro Tem Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS**

- [2021-317](#) Contract - Interlocal Agreement - City of High Point - Guilford County - High Point Fire Department
City Council is requested to approve an interlocal agreement with Guilford County for the High Point Fire Department to provide services to the Deep River Fire District.
Attachments: [FINAL__Interlocal Agreement - Guilford County - HPFD- Deep River Fire Distric](#)
- [2021-318](#) Budget Ordinance - High Point Fire Department - Deep River District Positions
City Council is requested to approve a budget ordinance in the amount of \$114,880 for three new fire positions to operate Tanker 12 for the Deep River Fire District.
Attachments: [1a. Budget Ordinance - Guilford County - HPFD - Deep River Service District](#)
- [2021-319](#) Contract - New Flyer Industries - Transit Bus Purchase
City Council is requested to award a contract to New Flyer Industries in the amount of \$499,993 for the purchase of (1) one 35 ft, low floor transit bus through a consortium bid for the purchase of buses through a (5) five-year contract with The Piedmont Authority for Regional Transportation (PART) as the lead agency.
Attachments: [2. Contract-New Flyer Industries - Transit Bus Purchase](#)
- [2021-320](#) Contract - James River Equipment - John Deere 624P Wheel Loader Purchase
City Council is requested to award a contract to James River Equipment in the amount of \$207,079.70 for the purchase of (1) one John Deere 624P Wheel Loader for the Ingleside Facility and declare the old loader as surplus and disposing through the online auction process.
Attachments: [3. Contract-John Deere- Wheel Loader](#)
- [2021-321](#) Contract - NC Sheriffs' Association Contract - Ilderton Chrysler Dodge - High Point Police Department Dodge Charger Purchase (10)
City Council is requested to award an NC Sheriffs' Association Contract# 21-07-0915 to Ilderton Chrysler Dodge in the amount of \$304,777.00 for the purchase of (10) ten Dodge Charger Police Pursuit Sedans for the High Point Police Department.
Attachments: [4. Contract - Ilderton Chrysler Dodge - HPPD Dodge Charger](#)
- [2021-322](#) Sole Source Contract - United Rentals - Thompson 32 GPM Hydraulic Power Unit

City Council is requested to award a sole source contract to United Rentals in the amount of \$41,946.00 for the purchase of a Thompson 32 GPM Hydraulic Power Unit to allow Public Services W/S Mains Division to utilize the additional pump head for emergency bypassing of sanitary sewer flows and to serve as a backup to the unit at the Riverdale Pump Station.

Attachments: [5. Sole Source Contract - United Rentals- Thompson Hydraulic Power Unit](#)

[2021-323](#)

Contract - Breece Enterprises, Inc. - Water/Sewer Maintenance-Emergency Repairs

City Council is asked to award a contract to Breece Enterprises, Inc. in the amount of \$904,725.00

to perform maintenance work and emergency repairs on the existing water and sewer system and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [6. 2021-22 Water and Sewer Maintenance - Breece Enterprises](#)

[2021-324](#)

Resolution - ARPA Funds

City Council is requested to adopt a resolution to accept the American Rescue Plan Act Funds and authorize the appropriate City officials to apply for, receive, and administer the CSLRF funds in accordance with all applicable federal and state laws, regulations, and guidance.

Attachments: [7. Resolution - Acceptance of ARPA Funds](#)

ADJOURNMENT

"AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THREE NEW FIRE DEPARTMENT POSITIONS

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

Section 1. The proposed amendment appropriates \$114,880 in general fund reserves and reduces overtime expenses to fund three new High Point Fire Department positions to operate Tanker 12.

Section 2. The 2021-2022 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Fire revenues be amended as follows:

Fund Balance Appropriation	\$114,880
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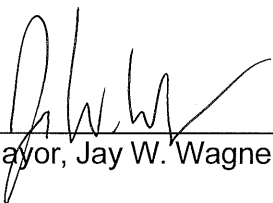
(B) That the following Fire expenditures be amended as follows:

Salaries and Benefits (3 Fire positions)	\$153,174
Reduced Overtime Expenses	<u>-\$38,294</u>
	\$114,880

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

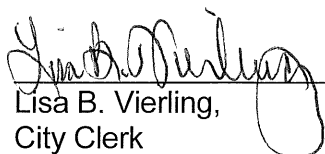
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 2nd day of August, 2021

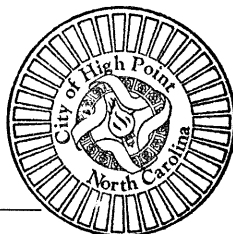


Mayor, Jay W. Wagner

ATTEST



Lisa B. Vierling,
City Clerk





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract-James River Equipment -Wheel Loader

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments:

Meeting Date: August 02, 2021

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Ingleside compost facility has a John Deere 624K wheel loader in need of replacement based on hours and overall condition. Using the Sourcewell # 032119-JDC contract a John Deere 624P wheel loader is being recommended for council approval.

BACKGROUND:

The Ingleside compost facility is currently using a 2013 John Deere 624K wheel loader with over 10,000+ hours. It is reaching the end of its useful life. James River Equipment has the John Deere 624P wheel loader which will continue to meet their needs. The price of \$207,079.70 is for the wheel loader, extended warranty, operator training, and delivery. Delivery is estimated at 120-150 days.

BUDGET IMPACT:

Funds are available in the 2021-22 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one (1) John Deere 624P wheel loader from James River Equipment. Recommendation also includes declaring the old loader as surplus and disposing through the online auction process.



Quote Id: 24861207

Prepared For:
CITY OF HIGH POINT



Prepared By: **NICHOLAS WOOD**

James River Equipment
411 S Regional Road
Greensboro, NC 27409

Tel: 336-668-2762

Fax: 336-668-3714

Email: nick.wood@jamesriverequipment.com

Date: 14 July 2021

Offer Expires: 31 July 2021

Confidential

Quote Summary

Prepared For:
CITY OF HIGH POINT
NC

Prepared By:
NICHOLAS WOOD
James River Equipment
411 S Regional Road
Greensboro, NC 27409
Phone: 336-668-2762
nick.wood@jamesriverequipment.com

Quote Id: 24861207
Created On: 14 July 2021
Last Modified On: 15 July 2021
Expiration Date: 31 July 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 624 P WHEEL LOADER - Price Based on Sourcewell Contract #032119-JDC Extended Warranty Extended Warranty, 624 P, Power Train And Hydraulics, 7500 Total Hours or 60 Total Months, \$0 Deductible	\$ 198,788.50	\$ 198,788.50 X	1 =	\$ 198,788.50
		\$ 8,291.20 X	1 =	\$ 8,291.20
Sub Total				\$ 207,079.70
Equipment Total				\$ 207,079.70

Quote Summary

Equipment Total	\$ 207,079.70
SubTotal	\$ 207,079.70
Total	\$ 207,079.70
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 207,079.70

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 24861207

JOHN DEERE 624 P WHEEL LOADER - Price Based on Sourcewell Contract #032119-JDC

Hours: Suggested List
Stock Number: \$ 198,788.50

Selling Price
\$ 198,788.50

Code	Description	Qty	Unit	Extended
6040DW	624 P WHEEL LOADER	1	\$ 235,612.00	\$ 235,612.00
Standard Options - Per Unit				
170C	JDLink Ultimate 5 Year Subscription	1	\$ 0.00	\$ 0.00
0924	John Deere PowerTech Engine	1	\$ 24,858.00	\$ 24,858.00
1010	Standard Wheel Loader	1	\$ 0.00	\$ 0.00
1110	5-Speed Powershift Transmission	1	\$ -3,900.00	\$ -3,900.00
1217	140 amp Alternator	1	\$ 347.00	\$ 347.00
1310	Flat Black Curved Stack	1	\$ 0.00	\$ 0.00
1430	Engine Air Intake System with Centrifugal Precleaner	1	\$ 667.00	\$ 667.00
1520	Automatic Reversing Hydraulic Fan	1	\$ 1,650.00	\$ 1,650.00
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1	\$ 0.00	\$ 0.00
1905	Standard Cab	1	\$ 0.00	\$ 0.00
1945	7 inch Monitor with Dedicated Rear Camera Display	1	\$ 1,645.00	\$ 1,645.00
1970	Hydrau Hydraulic Fluid	1	\$ 0.00	\$ 0.00
2010	Standard Z-BAR	1	\$ 0.00	\$ 0.00
2120	Steering Wheel Only	1	\$ 0.00	\$ 0.00
2220	Deluxe Seat, Cloth with Air Suspension	1	\$ 0.00	\$ 0.00
2360	Joystick Controls	1	\$ 0.00	\$ 0.00
2403	Three Function Hydraulics	1	\$ 2,231.00	\$ 2,231.00
2510	Ride Control	1	\$ 4,015.00	\$ 4,015.00
2605	English Decals and Manuals	1	\$ 0.00	\$ 0.00
2708	8 Amp Converter	1	\$ 0.00	\$ 0.00
2890	No Payload Scale without Cycle Counter	1	\$ 0.00	\$ 0.00
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1	\$ 0.00	\$ 0.00
3120	Manual Axle Differential Lock	1	\$ 0.00	\$ 0.00
4932	No Brand Preference	1	\$ 14,275.00	\$ 14,275.00
5530	Standard Front Fenders	1	\$ 0.00	\$ 0.00
5610	Left Side Steps Only	1	\$ 0.00	\$ 0.00
5840	No Fork Frame	1	\$ 0.00	\$ 0.00
5940	No Tines	1	\$ 0.00	\$ 0.00
7120	Halogen Work and Drive Lights	1	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 24861207

8220	Rear Hitch and Counterweight	1	\$ 0.00	\$ 0.00
8240	Rear Camera	1	\$ 0.00	\$ 0.00
8275	LED Strobe Beacon with Left Beacon Bracket	1	\$ 275.00	\$ 275.00
8320	Heated Exterior Mirrors	1	\$ 424.00	\$ 424.00
8360	Standard Radio	1	\$ 576.00	\$ 576.00
8450	Cab with Air A/C Charge	1	\$ 0.00	\$ 0.00
8560	Hydraulic Coupler - JRB 416 Pattern	1	\$ 5,995.00	\$ 5,995.00
8890	No Bucket Edge or Teeth	1	\$ 0.00	\$ 0.00
8960	No Bucket	1	\$ 0.00	\$ 0.00
9140	Fire Extinguisher	1	\$ 149.00	\$ 149.00
9240	Engine Compartment Light	1	\$ 180.00	\$ 180.00
9410	Transmission and Bottom Guards	1	\$ 2,034.00	\$ 2,034.00
9707	20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 55,421.00
Technology Options				
Deduct	Deduct 40% Based on Sourcewell Contract #032119-JDC	1	\$ -116,413.00	\$ -116,413.00
Technology Options Total				\$ -116,413.00
Dealer Attachments				
Bucket	GEM 4yd Multi Purpose Bucket w/BOE	1	\$ 19,877.50	\$ 19,877.50
Dealer Attachments Total				\$ 19,877.50
Value Added Services				
	Extended Warranty	1	\$ 8,291.20	\$ 8,291.20
Value Added Services Total				\$ 8,291.20
Other Charges				
	Freight	1	\$ 4,291.00	\$ 4,291.00
Other Charges Total				\$ 4,291.00
Suggested Price				\$ 207,079.70
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 207,079.70

Extended Warranty Proposal

PowerGard™ Protection Plan

4WD Loaders

Date : July 15, 2021

Machine/Use Information

Plan Description

Price

Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	4WD Loaders	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 8,291.20
Model	624 P	Total Months:	60		
Country	US	Total Hours:	7500	Date Quoted	July 15, 2021
MFWD/Tracks	N				

Scraper Use

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

RESOLUTION ACCEPTING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, The City of High Point is eligible to receive funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF) directly from the US Treasury Department currently estimated in the total amount of **\$22,699,511.00**, and has applied for and already received the first tranche of said funds in the amount of **\$11,349,755.50**; and

WHEREAS, all funding received under the CSLRF must be accounted for in the grants fund and not co-mingled with other revenue for accounting purposes, and must also be spent only for certain purposes specifically authorized by the CSLRF (including applicable regulations and guidance of the US Treasury Department), and also in compliance with the laws and applicable regulations of the State of North Carolina and

WHEREAS, in accordance with the foregoing, The City of High Point must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for all CSLRF funds; and

WHEREAS, the High Point City Council is required to take formal action through the passage of this Resolution to formally approve the application for and formally accept the CSLRF funds.

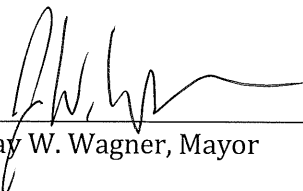
NOW, THEREFORE, BE IT RESOLVED by the High Point City Council as follows:

1. That the City Manager and City Financial Services Director are designated and directed to take all actions deemed reasonably necessary on behalf of the High Point City Council to apply for, receive, and administer the CSLRF funds in accordance with all applicable federal and state laws, regulations, and guidance; and

2. That the previously submitted application for eligible CSLRF funding submitted by the Interim City Manager and City Financial Services Director on behalf of the City of High Point is hereby ratified and approved; and

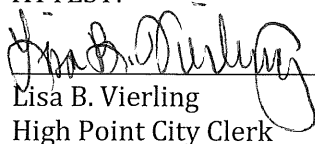
3. That all such CSLRF funding for which the City of High Point is eligible which has been or will be distributed by the US Treasury Department and which is received by the City of High Point is hereby accepted subject to all applicable federal and state laws, regulations, and guidance; and

Adopted this 2nd day of August, 2021.

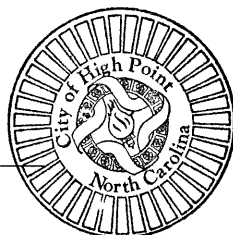


Jay W. Wagner, Mayor

ATTEST:



Lisa B. Vierling
High Point City Clerk





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Purchase of one (1) new low floor transit bus.

PURPOSE:

This new vehicle will replace the remaining 2004 DaimlerChrysler bus that has met it's useful life.

COMMENTS:

The City of High Point was a party to a consortium bid for the purchase of buses. The Piedmont Authority for Regional Transportation (PART) served as the lead agency. The procurement was competitively bid seeking the lowest, responsive bid from a responsible party.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

New Flyer Industries was the lowest, responsible bidder meeting the specifications for the 35 foot low-floor bus.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
441999	532302	441203105445	R1202	\$500,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by Mark V. McDonald, P.E.
DN: cn=Mark V. McDonald, P.E., o=City of High Point,
ou=Transportation, email=mark.mcdonald@highpointnc.gov, c=US
Date: 2021.07.22 08:34:08 -0400' DATE:

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

PURCHASING MANAGER: Digitally signed by Erik S. Conti
Date: 2021.07.22 10:37:55 -04'00' DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2021.07.22 10:51:39 -04'00' DATE:

CITY MANAGER: Digitally signed by Tasha Logan Ford
Date: 2021.08.03 09:36:10 -04'00' DATE:



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **08/02/2021**

BID NO.: **NC Sheriffs' Association** CONTRACT NO.: **21-07-0915** DATE OPENED:

DESCRIPTION:

Quantity ten (10) 2021 Dodge Chargers

PURPOSE:

The Police Department currently utilize Dodge Chargers for patrol purposes. These new Dodge Chargers will replace vehicles that need replacement due to age and overall condition.

COMMENTS:

The new Dodge Chargers are similar to what they are currently using and will meet their needs. The price of \$29,590.00 is for the vehicle and equipment package with DMV fees of \$887.70 each. Total cost for ten (10) is \$304,777.00.

RECOMMEND AWARD TO: **Ilderton Chrysler Dodge** AMOUNT: **\$304,777.00**

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$304,777.00
TOTAL BUDGETED AMOUNT				\$304,777.00

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS
Date: 2021.07.16 15:27:17 -04'00' DATE: **07/22/2021**

The Purchasing Division concurs with recommendation submitted by the **Fleet** and recommends
award to the lowest responsible, responsive bidder **Ilderton Chrysler** in the amount of \$ **304,777**.

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti
Date: 2021.07.22 10:49:25 -04'00' DATE: **7/22/21**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2021.07.22 10:54:45 -04'00' DATE: **7/22/21**

CITY MANAGER: **Tasha Logan Ford** Digitally signed by Tasha Logan Ford
Date: 2021.08.03 09:32:07 -04'00' DATE: **8/3/21**

RESOLUTION ACCEPTING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, The City of High Point is eligible to receive funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF) directly from the US Treasury Department currently estimated in the total amount of **\$22,699,511.00**, and has applied for and already received the first tranche of said funds in the amount of **\$11,349,755.50**; and

WHEREAS, all funding received under the CSLRF must be accounted for in the grants fund and not co-mingled with other revenue for accounting purposes, and must also be spent only for certain purposes specifically authorized by the CSLRF (including applicable regulations and guidance of the US Treasury Department), and also in compliance with the laws and applicable regulations of the State of North Carolina and

WHEREAS, in accordance with the foregoing, The City of High Point must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for all CSLRF funds; and

WHEREAS, the High Point City Council is required to take formal action through the passage of this Resolution to formally approve the application for and formally accept the CSLRF funds.

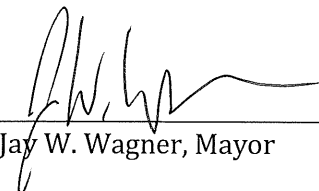
NOW, THEREFORE, BE IT RESOLVED by the High Point City Council as follows:

1. That the City Manager and City Financial Services Director are designated and directed to take all actions deemed reasonably necessary on behalf of the High Point City Council to apply for, receive, and administer the CSLRF funds in accordance with all applicable federal and state laws, regulations, and guidance; and

2. That the previously submitted application for eligible CSLRF funding submitted by the Interim City Manager and City Financial Services Director on behalf of the City of High Point is hereby ratified and approved; and

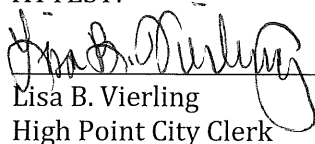
3. That all such CSLRF funding for which the City of High Point is eligible which has been or will be distributed by the US Treasury Department and which is received by the City of High Point is hereby accepted subject to all applicable federal and state laws, regulations, and guidance; and

Adopted this 2nd day of August, 2021.

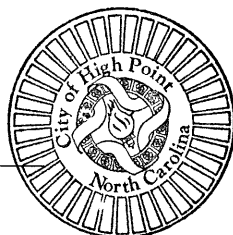


Jay W. Wagner, Mayor

ATTEST:



Lisa B. Vierling
High Point City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Contract Award 2021-22 Water and Sewer Maintenance (Bid 08-030421)

From: Trevor Spencer, PE
Engineering Services Director

Meeting Date: August 2, 2021

Public Hearing: N/A

Advertising Date: February 12, 2021

Advertised By: Purchasing Division

Attachments: A) North State Water and Sewer, Inc. – Email and letter request to cancel contract
B) Breece Enterprises, Inc. – Email confirming bid honor

PURPOSE:

The City of High Point annually awards a contract for water and sewer maintenance and emergency repairs to supplement the Water and Sewer Mains Division of the Public Services Department. The initial contract for FY 21-22 was awarded to the lowest bidder, North State Water and Sewer, Inc. after Council approval on April 5, 2021.

The contract requires that the contractor be on site of an emergency repair within 2 hours of receiving notification from the City. Since the start date of the contract, July 1, 2021, North State Water and Sewer was contacted to perform repairs on five separate emergency water main breaks. Of those five emergencies, the contractor did not respond within the 2 hour time period on four occurrences and was nonresponsive on one occurrence. The City's Engineering Services and Public Services Departments met with the contractor on July 20, 2021 to discuss response time and performance concerns. Acknowledging their inability to respond and perform the work according to the contract requirements, North State Water and Sewer submitted a letter on July 20, 2021 requesting cancellation of their contract with the City (attached).

Breece Enterprises, Inc. was the second lowest bidder for this contract at the March 4, 2021 bid opening and has been contracted for maintenance and emergency repairs in previous years with successful and acceptable performance. Breece Enterprises has submitted documentation (attached) confirming their willingness to honor their March 4 bid submittal to perform the Water and Sewer Maintenance contract, pending Council approval. Additionally, Breece Enterprises has confirmed willingness to provide emergency response until a contract is formally executed.

BACKGROUND:

On Thursday, March 04, 2021 the City of High Point received the following bids for Contract ENG-2021-003:

North State Water and Sewer, Inc.	\$836,975.00
Breece Enterprises, Inc.	\$904,725.00
Yates Construction, Inc.	\$2,488,533.40

This is an annual contract; thus the availability date is July 1, 2021 or upon execution of the contract documents, whichever comes last. The completion date for the contract work is June 30, 2022.

The purpose of this contract is to perform maintenance work and emergency repairs on existing water and sewer utilities. The projects are identified and prioritized by the Public Services Department. Typical work includes point repairs, manhole reconstruction, hydrant repairs, main break repairs, replacement of deteriorated/collapsed lines, replacement of valves, and other maintenance work items.

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

RECOMMENDATION / ACTION REQUESTED:

The Engineering Services Department and the Public Services Department recommend approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the contract to Breece Enterprises, Inc. in the amount of \$904,725.00.

Trevor Spencer

From: Rodney Latham <rlatham@northstatews.com>
Sent: Tuesday, July 20, 2021 1:33 PM
To: Trevor Spencer
Subject: Cancellation Letter for HP Maintenance Contract 2021-2022
Attachments: Cancellation Maintenance Contract HP 072021.pdf

Trevor,

Enclosed document of cancellation.

We will have someone onsite today to clean up both sites from Friday and Saturday's work. I will also be in touch with our repairs for the asphalt this week as well.

Please let me know if you need anything further.

Rodney Latham

North State Water & Sewer, Inc.

3195 Maplewood Avenue

Winston-Salem, NC 27103

phone:336-575-3052

fax:336-765-4731

rlatham@northstatews.com

www.northstatews.com





Trevor Spencer, PE
City of High Point
Engineering Services Director
211 South Hamilton Street, Room 210
High Point, NC 27260

Trevor,

Per our meeting this morning, we mutually agree to cancel our contract with the City of High Point for the Water and Sewer Maintenance 2021-2022 contract.

Thank you for your support during this period and we wish you and the city nothing but the best going forward. As you mentioned, hopefully we can work together in the future!

Best Regards,

A handwritten signature in black ink, appearing to read "Rodney Latham", written over a horizontal line.

Rodney Latham
Vice President
North State Water and Sewer, Inc.

Trevor Spencer

From: h2oandsewer@northstate.net
Sent: Wednesday, July 21, 2021 9:36 AM
To: Trevor Spencer
Subject: Water and Sewer Maintenance (2021-2022)

Trevor,

Please let this email serve as our notice of acceptance of a potential contract for the 2021-2022 water and sewer maintenance contract (2021-003) based on our original bid on March 4, 2021. Also, we will honor the unit prices submitted on that date.

Although it may take several weeks to execute the required contract documents, we will provide labor and equipment as needed for any and all emergencies that may occur during this time.

Please let me know if you need additional information or have any questions.

David Breece
Breece Enterprises, Inc.
631 Old Thomasville Road
High Point, NC 27260
336-688-3719



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **ENGINEERING SERVICES**

COUNCIL AGENDA DATE: **AUGUST 2, 2021**

BID NO.: **08-030421** CONTRACT NO.: DATE OPENED: **03/04/2021**

DESCRIPTION:

Water and Sewer Maintenance 2021-2022

PURPOSE:

The awarded contractor provides assistance to Water/Sewer Mains Division in performing scheduled maintenance and emergency repairs for water and sewer utilities.

COMMENTS:

Three bids were received at the contract bid opening. The contract was originally awarded to North State Water and Sewer, Inc. as the low bidder. North State Water and Sewer requested contract cancellation on July 20, 2021. Breece Enterprises was the second low bidder.

RECOMMEND AWARD TO: **Breece Enterprises, Inc.** AMOUNT: **904,725.00**

JUSTIFICATION:

Recommend award to Breece Enterprises, Inc. in wake of North State Water and Sewer's request to cancel contract based on their inability to meet contract requirements.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421001012805	40201	\$452,362.50
421779	533701	421001010205	40201	\$452,362.50
TOTAL BUDGETED AMOUNT				\$904,725.00

DEPARTMENT HEAD: **Trevor Spencer, PE** Digitally signed by Trevor Spencer, PE Date: 2021.07.22 11:17:31 -04'00' DATE: **7/22/2021**

The Purchasing Division concurs with recommendation submitted by the **Engineering Services** and recommends award to the lowest responsible, responsive bidder **Breece Enterprises Inc.** in the amount of \$ **904,725.00**.

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti Date: 2021.07.22 12:05:34 -04'00' DATE: **7/22/21**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2021.07.22 12:24:24 -04'00' DATE: **7/22/21**

CITY MANAGER: **Tasha Logan Ford** Digitally signed by Tasha Logan Ford Date: 2021.08.03 09:29:33 -04'00' DATE: **8/3/21**

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract – Ilderton Chrysler Dodge - Police Package Dodge Chargers

From: Kevin Rogers, Fleet Director

Meeting Date: August 2, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Formal Bid Recommendation

PURPOSE:

The Fleet Services Department needs to place an order for ten (10) police package Dodge Chargers. Using the NC Sheriffs' Association Contract# 21-07-0915, the current production 2021 Dodge Chargers are being recommended for City Council Approval.

BACKGROUND:

The Police Department is currently using Dodge Charger Police Pursuit Sedans that need replacement due to age and or condition. The new Dodge Charger Police Pursuit Sedans are similar to other sedans in the Police Department and will meet their needs. The price of \$29,590.00 is for the vehicle and equipment package with DMV fees of \$887.70. Total cost for ten (10) is \$304,777.00. The estimated delivery is 90-120 days.

BUDGET IMPACT:

Funds are available in 2021-22 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the ten (10) Dodge Chargers from Ilderton Chrysler Dodge in the amount of \$304,777.00.





701-712 South Main Street
High Point, NC 27260
(336) 841-6100



7/23/2021

Buyer:	CITY OF HIGH POINT	Cell:	
	KEVIN ROGERS		
Phone:	336-883-3598	Phone:	
E-Mail	kevin.rogers@highpointnc.gov	Fax:	

		TRADE	
VEHICLE	DODGE CHARGER PURSUIT	Make:	
Year:	2021	Model:	
Color:	WHITE	Year:	
Engine:	3.6L V-6 24V VVT ENGINE	Color:	
Drive	AWD 8-SPEED AUTO 850RE	VIN:	
Mileage:		Stock #:	
		ACV:	

MSRP

Sale Price	NC SHERIFF'S ASSOCIATION	\$26,714.00
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#120

Options Included	
POLICE PKG 29A, PARKVIEW REAR CAMERA,	
FULL SIZE SPARE. RED/WHITE DOME LIGHT, VINYL FLOOR, CLOTH SEATS	
BLACK LEFT SPOTLAMP	\$198.00
LED SPOTLAMP UPGRADE	\$142.00
ADDITIONAL KEY FOBS (8 TOTAL)	\$142.00
DEACTIVATE DOORS & WINDOWS	\$71.00
FLEET SAFETY GROUP (AWC)	\$333.00
PATROL PREP PACKAGE (AYE)	\$1,881.00
DELETE SPARE TIRE	
FRONT READING/MAP LIGHT & 18" WHEEL COVERS	\$109.00
NO EQUIPMENT MOUNTING BRACKET	
Options Total	\$2,876.00

Sub Total	\$29,590.00
-----------	-------------

UNITS	10

BALANCE DUE	\$295,900.00
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Manager

Kim Tuttle

ASST DIRECTOR OF FLEET SALES

Customer

AUTHORIZED PERSONEL



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Three Fire Positions/Deep River Fire District - Budget Ordinance

From: Stephen M. Hawryluk
Budget and Performance Manager

Meeting Date: August 2, 2021

Public Hearing: No

Advertising Date / N/A

Advertised By: -

Attachments: Budget Ordinance

PURPOSE:

To approve funding for three new fire positions to operate Tanker 12 for the Deep River Fire District.

BACKGROUND:

In October 2020, to satisfy Insurance Services Office (ISO) rating requirements for the Deep River Fire District area, a water hauling tanker, which serves this area via an interlocal agreement, was placed in service at Station 12, with one person assigned on each shift. The three positions have been covered by additional overtime expenses.

The approved FY 2021-22 budget for Guilford County includes an increased tax levy to \$12.41 cents (per \$100 of valuation) for the Deep River Fire District. This is the first of two planned increases with the increased revenues funding three new fire positions with the High Point Fire Department to operate Tanker 12. The total cost of these positions for FY 2021-22 is \$153,174.

For these positions, the proposed amendment appropriates general fund reserves in the amount of \$114,880, with the remaining cost of the positions covered by a decrease in overtime expenses. The planned tax increase for Deep River Fire District in FY 2022-23 would help offset the costs of these positions in future years. It is expected that the ISO rating for this area will be a class 1 effective September 2021.

BUDGET IMPACT:

The FY 2021-22 budget impact is \$114,880, with future years covered by increased intergovernmental revenues via the Deep River Fire District and reduced overtime expenses.

RECOMMENDATION / ACTIONS REQUESTED:

The Financial Services Department recommends and asks the City Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THREE NEW FIRE DEPARTMENT POSITIONS

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

Section 1. The proposed amendment appropriates \$114,880 in general fund reserves and reduces overtime expenses to fund three new High Point Fire Department positions to operate Tanker 12.

Section 2. The 2021-2022 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Fire revenues be amended as follows:

Fund Balance Appropriation	\$114,880
----------------------------	-----------

(B) That the following Fire expenditures be amended as follows:

Salaries and Benefits (3 Fire positions)	\$153,174
Reduced Overtime Expenses	<u>-\$38,294</u>
	\$114,880

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

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

Adopted by High Point City Council, this the 2nd day of August, 2021

Mayor, Jay W. Wagner

ATTEST

Lisa B. Vierling,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Accepting American Rescue Plan Act (ARPA) Funds

From: Bobby Fitzjohn, Financial Services Director

Meeting Date: August 2, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: NA

Attachments: ARPA Resolution

PURPOSE:

On March 11, 2021, the American Rescue Plan was signed into law. Included in this bill is direct financial assistance to local governments that have faced revenue losses and added safety expenses in dealing with the COVID-19 pandemic. The City Council is required by General Statute 160A-17.1 to vote to authorize the receipt of the funds and delegate the appropriate city officials to execute any necessary agreements on behalf of the Council.

BACKGROUND:

The City's estimated funding from the Coronavirus State and Local Fiscal Recover Funds (CSLRF) within the American Rescue Plan Act (ARPA) currently totals \$22,699,511. The City has received its first tranche of \$11,349,755.50 and will receive the second tranche within 12 months.

The following expenditure categories are allowable per the Interim Final Rule:

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

The Treasury Department is continuing to refine the regulations and compliance requirements surrounding the use and reporting of CSLRF funding. All CSLRF funding must be accounted for in a special revenue fund and requires a grant project ordinance before it can be obligated.

BUDGET IMPACT:

This action has no impact on the City of High Point's budget. A Grant Project Ordinance will be presented prior to the obligation of any ARPA funds.

RECOMMENDATION / ACTION REQUESTED:

The Financial Services Department recommends that City Council vote to accept the American Rescue Plan Act Funds and authorize the appropriate city officials to apply for, receive, and administer the CSLRF funds in accordance with all applicable federal and state laws, regulations, and guidance.

RESOLUTION ACCEPTING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, The City of High Point is eligible to receive funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF) directly from the US Treasury Department currently estimated in the total amount of **\$22,699,511.00**, and has applied for and already received the first tranche of said funds in the amount of **\$11,349,755.50**; and

WHEREAS, all funding received under the CSLRF must be accounted for in the grants fund and not co-mingled with other revenue for accounting purposes, and must also be spent only for certain purposes specifically authorized by the CSLRF (including applicable regulations and guidance of the US Treasury Department), and also in compliance with the laws and applicable regulations of the State of North Carolina and

WHEREAS, in accordance with the foregoing, The City of High Point must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for all CSLRF funds; and

WHEREAS, the High Point City Council is required to take formal action through the passage of this Resolution to formally approve the application for and formally accept the CSLRF funds.

NOW, THEREFORE, BE IT RESOLVED by the High Point City Council as follows:

1. That the City Manager and City Financial Services Director are designated and directed to take all actions deemed reasonably necessary on behalf of the High Point City Council to apply for, receive, and administer the CSLRF funds in accordance with all applicable federal and state laws, regulations, and guidance; and
2. That the previously submitted application for eligible CSLRF funding submitted by the Interim City Manager and City Financial Services Director on behalf of the City of High Point is hereby ratified and approved; and
3. That all such CSLRF funding for which the City of High Point is eligible which has been or will be distributed by the US Treasury Department and which is received by the City of High Point is hereby accepted subject to all applicable federal and state laws, regulations, and guidance; and

Adopted this ____ day of _____, 2021.

High Point City Council

CITY OF HIGH POINT

AGENDA ITEM



Title: United Rentals - Thompson 32 GPM Hydraulic Power Unit

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Director Public Services
Joe Holden- W/S Mains Superintendent

Meeting Date: August 2, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Quote
Attachment B- Thompson 32 GPM Hydraulic Power Unit Brochure
Attachment C- Sole Source Letter and Sole Source Request Form

PURPOSE:

For the sole source purchase of a Thompson 32 GPM Hydraulic Power Unit for the Water and Sewer Mains Division of the Public Services Department.

BACKGROUND:

The Water and Sewer Mains Division has an existing Thompson 32 GPM Hydraulic Power Unit and two pump heads. The hydraulic power unit and one of the pump heads has now been permanently installed at the Riverdale Pump Station for flood mitigation. The purchase of an additional Thompson 32 GPM Hydraulic Power Unit will allow the W/S Mains Division to utilize the additional pump head for the emergency bypassing of sanitary sewer flows and to serve as a backup to the unit at the Riverdale Pump Station. The Public Services Department is purchasing the Thompson 32 GPM Hydraulic Power Unit as a sole source to standardize with the existing Thompson 32 GPM Hydraulic Power Unit and pumping heads. United Rentals is the exclusive sales and service representative for Thompson Pumps.

BUDGET IMPACT:

Funding is available in the 2021-2022 Budget.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve a sole source purchase of \$41,946.00 to United Rentals.



Experience Innovation

Model: 32 GPM Hydraulic Power Unit

Name: 32HPU

Thompson hydraulic power units, used in conjunction with hydraulic submersible pumps, provide a powerful answer when high heads or high lifts become a factor on job sites. These unique variable speed and variable flow hydraulically driven submersible pumps and power units are manufactured from heavy-duty cast iron and steel for high reliability. The Thompson design allows for maximum versatility in dewatering applications and pumping materials.



Photo shown may not be exact model.
Consult factory for other options.

Pump Materials	
Pump	HDP30.61, positive displacement, external gear type, single pump, 3.72 in ³ displacement.
Control Valve	Needle type.
Relief Valve	Pump mounted, internally pilot operated, pressure compensated with vent provision and pressure gauge for system diagnostics.
Reservoir	Fabricated steel, with internal baffles, large access port, drain valve, sight glass level and temperature gauge, air vent, sump strainer, and shutoff valve.
Sump Strainer	100 mesh spin on type.
Return Filter	60 gpm at 5 psi backpressure, 25 micron, in tank mounted with internal bypass at 25 psi, integral filler/breather
Hydraulic Coupling	<u>Delivery:</u> 1" female Snap-Tite 75 series quick disconnect with dust plug; <u>Return:</u> 1.25" female Snap-Tite 75 series quick disconnect with dust plug; <u>Bypass:</u> .50" female Snap-Tite 75 series quick disconnect with dust plug
Safety Shutdowns	Low hydraulic fluid level; high hydraulic fluid temperature.
Options	Aeroquip 5100 series quick disconnects, ISO46 Blue 10 #40240 hydraulic fluid, bio-degradable #40779, environmentally friendly hydraulic fluid, hydraulic hose racks or reels, discharge hose racks.

Technical Specifications

Maximum Hydraulic Flow	34 gpm (7.72 m ³ /hr)	Approximate Dry Weight	4,600 lbs (2,086.52 kg)
Maximum Operating Pressure	2,800 psi (19.305 MPa)	Maximum Operating Speed	2,300 rpm

Fuel Tank Options*	Deutz		Cummins
Integral	62 Gal	31 Hours	29 Hours
Modular (M)	100 Gal	50 Hours	48 Hours

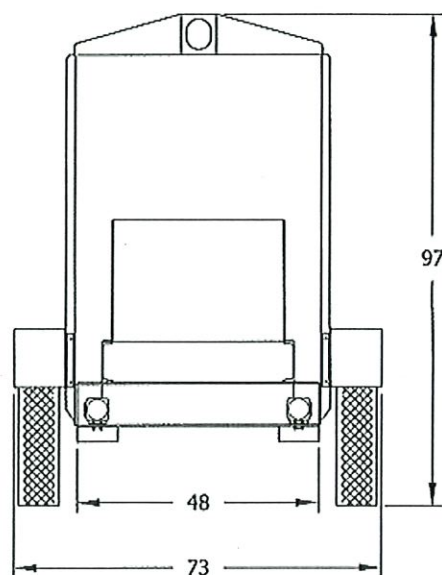
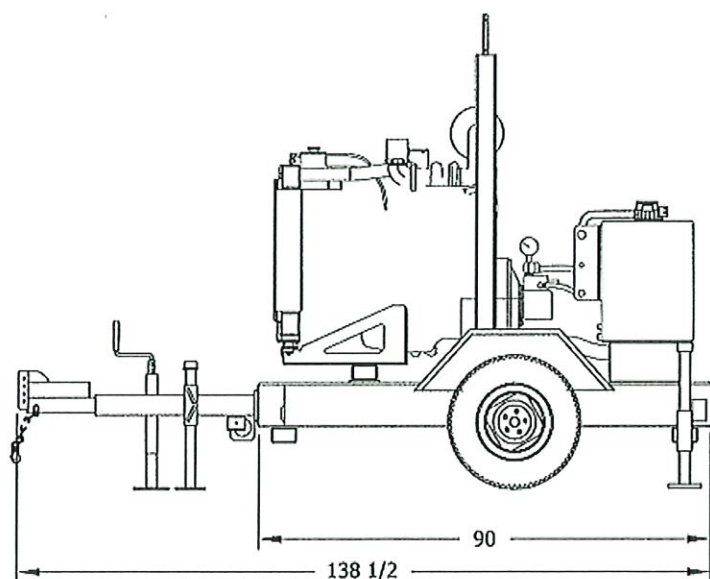
*Contact factory for fuel tank sizes not listed above.

Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com

Jul-20

Engine Speed	Continuos Power	Delivered Hydraulic Flow	Maximum Pressure
RPM	HP	GPM	PSI
1300	52.3	20	2800
1400	56.6	21	2800
1600	63.6	24	2800
1800	68.2	27	2800
2000	70.1	30	2800
2200	71.6	33	2800
2300	69.6	34	2770



Deutz TD3.6L4— 74 hp @ 2,400 rpm		
Typical Operating Speed		2,300 rpm
Maximum Fuel Consumption		3.84 gph (13.38 L/hr)
Engine Speed	Fuel Economy	Run Time*
2,300 rpm	0.387 lb/hp-hr	16 hrs
1,800 rpm	0.366 lb/hp-hr	22 hrs
1,300 rpm	0.359 lb-hp-hr	31 hrs

Cummins QSF2.8—74 hp @ 2,400 rpm		
Typical Operating Speed		2,300 rpm
Maximum Fuel Consumption		4.69 gph (17.75 L/hr)
Engine Speed	Fuel Economy	Run Time*
2,300 rpm	0.376 lb/hp-hr	16 hrs
1,800 rpm	0.369 lb/hp-hr	21 hrs
1,300 rpm	0.380 lb-hp-hr	29 hrs

*Engine run times calculated based on a 62 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.



FLUID SOLUTIONS
BRANCH 60A
5600 UNION ROAD
GASTONIA NC 28056
704-691-3111
704-864-7257 FAX



EQUIPMENT SALE QUOTE

195076755

Job Site

CITY WORKS OFFICE
816 E GREEN DR
HIGH POINT NC 27260-6714

Office: 336-883-3466 Cell: 336-803-2227

CITY OF HIGH POINT
PO BOX 230
HIGH POINT NC 27261-0230

Customer # : 2185
Quote Date : 06/21/21

UR Job Loc : 816 E GREEN DR, HIGH
UR Job # : 28
Customer Job ID:
P.O. # : TBD
Ordered By : JOE HOLDEN
Written By : SAMUEL GOODNIGHT
Salesperson : SAMUEL GOODNIGHT

This is not an invoice
Please do not pay from this document

Qty	Equipment #	Price	Amount
1	5209714 CC: 520-9714 74HP TMSN 32HPU HYDRAULIC POWER UNIT Quote on a new Thompson 32 HPU pump with basket designed to carry 60HST pump head ***** Pump comes with 1 year warranty from factory. DELIVERY CHARGE	40346.00	40346.00
			1600.00
			Sub-total: 41946.00
			Tax: 2831.36
			Total: 44777.36

CONTACT: JOE HOLDEN
CELL#: 336-803-2227
The customer is responsible for any and
all taxes, tariffs or associate fees in
the transport of equipment quote on
delivery is based on time of quote.

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE
TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

Financial Services

Purchasing Division



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: **United Rental**

Item(s): **Thompson 32 GPM Hydraulic Power Unit**

Justification:

The Water and Sewer Mains Division has an existing Thompson 32 GPM Hydraulic Power Unit and two pump heads. The hydraulic power unit and one of the pump heads has now been permanently installed at the Riverdale Pump Station for flood mitigation. The purchase of an additional Thompson Power Unit will allow the City to use the additional pump head for the emergency bypass of sewer flow and to serve as a back up.

Estimated expenditure for the above item(s): **\$41,946.00**

Accounting Unit and Account(s):

621754 533101

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
Date: 2021.07.22 09:40:24 -04'00'

Department/Division

Public Services/WS Mains

Date

7/22/21

APPROVAL PROCESS

Purchasing Manager

Erik S. Conti

Digitally signed by Erik S. Conti
Date: 2021.07.22 10:53:38 -04'00'

Financial Services Director

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2021.07.22 10:57:07 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Agreement – City of High Point & Guilford County – Deep River Fire District

From: Thomas Reid, Fire Chief

Meeting Date: August 2, 2021

Public Hearing: N/A

Advertising Date: N/A

Attachments: Deep River Fire Protection District

Advertised Date: N/A

PURPOSE:

City Council is asked to approve an interlocal agreement between Guilford County and the City of High Point to provide fire protection for the Deep River Fire District.

BACKGROUND:

City of High Point Fire Department has been providing fire protection since July 2005 for the Deep River Fire District under a previous tax rate of \$.0941. Guilford County in the effort to improve the Public Protection Classification (PPC) to the Colfax and Deep River Fire District it provides to its residents has increased the tax rate from \$0.0941 to \$0.1241 with a projected revenue of \$361,650. This action required a new contract due to the increased service district the City of High Point will provide to this area.

The increased revenues will assist in funding three new fire positions with the High Point Fire Department to operate Tanker 12, which serves the area.

BUDGET IMPACT:

Requested funds from FY21-22 of \$114,880 will cover cost of requested manpower, with future years covered by increased intergovernmental revenues via the Deep River Fire District and reduced overtime expenses.

RECOMMENDATION / ACTION REQUESTED:

The Fire Department requests Council to approve the Deep River Fire District Interlocal Agreement between Guilford County and the City of High Point and authorize the appropriate city official to execute all necessary documents.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
FOR PROVIDING FIRE PROTECTION, MEDICAL FIRST RESPONDER, RESCUE
AND EMERGENCY SERVICES WITHIN THE DEEP RIVER FIRE DISTRICT**

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

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

WHEREAS, the No. 18 (Deep River) Fire Protection District, Fire Service District Overlay, and Fire Insurance District (collectively the “District”) have boundaries defined by description on file in the Guilford County Fire Marshal’s Office; and

WHEREAS, the City has operated and owned a fire station formerly owned by the Deep River Fire Department, Inc. since July 1, 2005 that will serve the citizens in the District; and

WHEREAS, there is an area heretofore within the Deep River Fire District(s) and served by the Colfax Volunteer Fire Department, Inc. that extends beyond five road miles from the Deep River Volunteer Fire Department, Inc.’s base operations, which area the Parties anticipate has or will become part of the District and a part of the area better served by the City; and

WHEREAS, the City and Guilford have agreed to cooperate with each other in order to provide fire protection, medical first responder, rescue and emergency services within the Deep River Fire District; and

WHEREAS, Guilford in an effort to improve the Public Protection Classification (“PPC”) to the Colfax and Deep River Fire District it provides to its residents has increased the tax rate from \$0.0941 to 0.1241 with a projected revenue of \$361,650; and

WHEREAS, these increased revenues will assist in funding three new fire positions with the High Point Fire Department to operate Tanker 12, which serves this area; and

WHEREAS, the City finds that it is in the best interest to the public safety and welfare of its citizens to enter into an interlocal agreement with Guilford for the provision fire protection services within the Deep River Fire District.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves an Interlocal Agreement between the City and Guilford for the provision of fire protection services within the Deep River Fire District.

Adopted this the 2nd day of August, 2021.

Jay W. Wagner, Mayor

ATTEST:

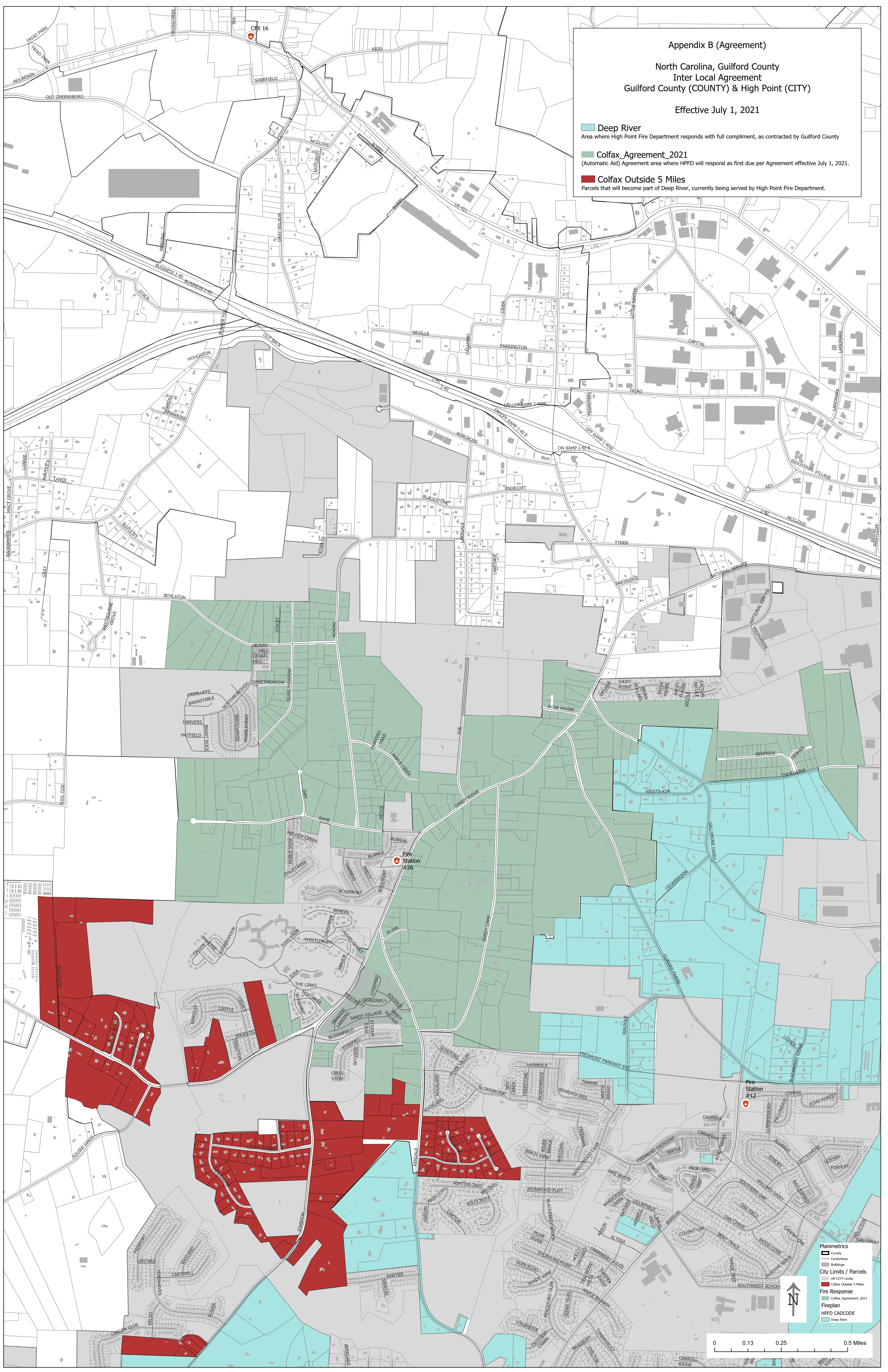
Lisa B. Vierling
High Point City Clerk

Appendix B (Agreement)

North Carolina, Guilford County
Inter Local Agreement
Guilford County (COUNTY) & High Point (CITY)

Effective July 1, 2021

- Deep River**
Area where High Point Fire Department responds with full compliment, as contracted by Guilford County
- Colfax Agreement 2021**
(Automatic Aid) Agreement area where HPFD will respond as first due per Agreement effective July 1, 2021.
- Colfax Outside 5 Miles**
Parcels that will become part of Deep River, currently being served by High Point Fire Department.



Planimetrics

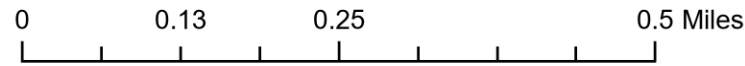
- County
- Centlines
- Buildings

City Limits / Parcels

- HP City Limits
- Colfax Outside 5 Miles

Fire Response

- Colfax Agreement 2021
- Fireplan
- HPFD CADCODE
- Deep River



North Carolina**Guilford County****INTERLOCAL AGREEMENT:**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," is entered into and effective as of this 1st day of July, 2021, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and City of High Point on behalf of its High Point Fire Department-Fire Dist. No. 18, a North Carolina municipal corporation, hereinafter referred to as the "FIRE DEPARTMENT," collectively the "Parties."

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and,

WHEREAS, the governing bodies of the COUNTY and FIRE DEPARTMENT, finding that this Agreement is in the best interest to the public safety and welfare, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and,

WHEREAS, North Carolina General Statute §69-25.5 and §153A-233 provide that counties may provide for fire protection by contracting with cities; and,

WHEREAS, Chapter 159 of the North Carolina General Statutes provides that the county budget ordinance may be in any form that the Board of County Commissioners of any county deems most efficient in enabling it to make the fiscal policy decisions embodied therein and provide for a fund for each special district whose taxes are collected by the county; and,

WHEREAS, the No. 18 (Deep River) Fire Protection District, Fire Service District Overlay, and Fire Insurance District (collectively the "District") have boundaries defined by description on file in the Guilford County Fire Marshal's Office; and,

WHEREAS, the City has owned and operated a fire station formerly owned by the Colfax Volunteer Fire Department, Inc. since July 1, 2005 that will serve the citizens of the District; and,

WHEREAS, there is an area heretofore within the Colfax Fire District(s) and served by the Colfax Volunteer Fire Department, Inc. that extends beyond five road miles from the Colfax Volunteer Fire Department, Inc.'s base of operations, which area the Parties anticipate has or will become part of the District and a part of the area better served by the FIRE DEPARTMENT under this Agreement; and

WHEREAS, GUILFORD COUNTY presently levies and collects special tax(es) and is responsible for appropriating the funds derived therefrom for fire protection, including emergency medical and rescue services, in Guilford County; and,

WHEREAS, the Parties expect that funding for the Services within the District that are contemplated by this Agreement will be derived from the No. 18 (Deep River) Fire Service District Overlay tax, and/or the No. 18 (Deep River) Fire Protection District tax; and,

WHEREAS, the COUNTY and FIRE DEPARTMENT desire to enter into this Agreement for the CITY to furnish the Services within the District.

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

1. FIRE DEPARTMENT agrees to provide fire protection, medical first responder, rescue and emergency services as set out herein (the "Services") within the District.
2. COUNTY agrees to make funds available to the FIRE DEPARTMENT from the proceeds of the District's fire tax(es).¹ The GUILFORD COUNTY Board of Commissioners from year to year shall determine the amount of such tax levy. The COUNTY will collect the funds from the special fire tax(es) as may be levied as provided by law. For each fiscal year, the funds payable to FIRE DEPARTMENT shall be based on the needs projected in the budget request jointly submitted by the FIRE DEPARTMENT, District Fire Commissioners (if a No. 18 (Deep River) Rural Fire Protection District Tax is also levied), and COUNTY staff to the GUILFORD COUNTY Board of Commissioners and as approved by and deemed necessary by the GUILFORD COUNTY Board of Commissioners for furnishing the Services within the District.
3. Collected fire taxes for the District will be paid monthly by the COUNTY to the FIRE DEPARTMENT up to the amount appropriated by the GUILFORD COUNTY Board of Commissioners.
4. The FIRE DEPARTMENT shall also furnish the following services to the areas served by the FIRE DEPARTMENT pursuant to this Agreement: 9-1-1 communications and station alerting for appropriate response, fire and rescue protection needs analysis to maintain an appropriate ISO standard of cover.
5. The FIRE DEPARTMENT shall provide the necessary equipment, personnel and those resources necessary for furnishing the Services in the District and other areas of response as agreed to. All equipment not owned by the FIRE DEPARTMENT at the former Colfax station shall be removed by the COUNTY or its designee. The Services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with this Agreement. The FIRE DEPARTMENT shall furnish the Services without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the FIRE DEPARTMENT from entering into contracts with the Federal, State or local governments, or utility

¹ In addition to *ad valorem* property taxes, such tax(es) include the District's allocation of sales tax and motor vehicles taxes.

companies for the provision of fire protection services for a fee. Furthermore, this shall not prohibit the FIRE DEPARTMENT from requesting reimbursement for specialized incidents.

6. Without limiting any county-wide mutual aid or automatic aid agreements, the FIRE DEPARTMENT shall provide automatic aid of the appropriate level up to a full complement, with assistance coordinated by COUNTY through other contracted fire departments, to the area described in Appendix B. This area is not within the District but is within close proximity to an existing FIRE DEPARTMENT fire station. National Fire Incident Reporting System (NFIRS) for automatic aid given shall be the responsibility of the FIRE DEPARTMENT, and NFIRS reporting for automatic aid received shall be the responsibility of the receiving agency contracted by COUNTY.
7. The FIRE DEPARTMENT agrees to present to the COUNTY an annual audit and accompanying management letter prepared according to generally accepted accounting principles (GAAP) and generally accepted auditing standards by an independent certified public accountant for the preceding fiscal year within one week of receipt of the same.
8. The FIRE DEPARTMENT shall hold and use the monies paid to it under this Agreement and any property acquired with such monies solely and exclusively to provide the Services in the District and other areas of response as dispatched pursuant to this Agreement and to meet the performance standards as set forth in this Agreement. Such use encompasses payment of any necessary and lawful fire protection and emergency services expense including payment of principal and interest in satisfaction of any indebtedness incurred in acquisition of facilities and equipment for use in providing the Services in the District. Funding provided for fire protection operations by the COUNTY and FIRE DEPARTMENT shall be fair and equitable to all citizens.
9. The FIRE DEPARTMENT agrees that it shall continue to use the COUNTY's electronic budget reporting system furnished by COUNTY for budget preparation and presentation purposes. The FIRE DEPARTMENT agrees to make these reports available upon request during normal business hours.
10. The FIRE DEPARTMENT is self-funded for worker's compensation, comprehensive general liability, business auto policy, professional errors and omissions including officers and directors, and will provide documentation of same (or, if its self-funding status changes, of insurance coverages consistent with those required of other fire departments who contract with County to provide similar services) to County's reasonable satisfaction prior to inception and also upon request.
11. The FIRE DEPARTMENT agrees to participate in the GUILFORD COUNTY Emergency Operations Plan.
12. The FIRE DEPARTMENT agrees to participate in the GUILFORD COUNTY Emergency Medical System Plan.
13. The COUNTY agrees to make funds available for and the FIRE DEPARTMENT agrees to provide the necessary equipment, personnel, and training to maintain an Insurance Services Office

Fire Suppression Rating Schedule rating of no worse than 7 as determined by the Verisk Public Protection Classification (PPC) Insurance Services Office or the North Carolina Department of Insurance/Office of the State Fire Marshal. In districts in which a split rating may be applied, the worse of the two ratings shall be considered the district rating. The FIRE DEPARTMENT agrees to participate in an inspection based upon the 9S criteria as defined by the North Carolina Department of Insurance/Office of the State Fire Marshal as a minimum standards inspection.

14. **Liability/Independent Contractors.** To the extent permitted by North Carolina law and without waiving sovereign or governmental immunity, the Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses, and attorney fees resulting from, or attributable to, any and all of their individual acts or omissions to the extent allowable by law. The Parties shall operate as independent contractors for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer – employee, principal – agent, partners, or joint venturers between FIRE DEPARTMENT (including its officers, agents, and employees) and COUNTY (including its officers, agents, and employees).
15. The COUNTY and the FIRE DEPARTMENT agree that it is beneficial to the effective provision of the services identified in this Agreement to establish minimum performance standards. Performance standards will be in accordance with NFPA 1710 Standard of Cover, ISO rating criteria and International Fire Accreditation, and include the Performance Measures set out in Appendix A hereto. In any circumstance, whichever standard provides the strictest requirement shall apply. However, nothing herein shall require FIRE DEPARTMENT to violate a standard applicable to FIRE DEPARTMENT under NFPA 1710 Standard of Cover, its ISO rating criteria, or its International Fire Accreditation. Furthermore, the COUNTY and the FIRE DEPARTMENT agree that performance standards shall be reviewed annually in accordance with normal FIRE DEPARTMENT standards and updated as part of annual accreditation reporting, ISO and FIRE DEPARTMENT mandated NFPA budget performance measures except that the performance measures detailed in **Appendix A** to this Agreement will be reviewed and updated as needed during the January meeting of the Guilford County Fire and Rescue Council, Fire Chief's Section. The Fire Chiefs in conjunction with the Fire Marshal will update each measure as needed.
16. This Agreement shall become effective as of July 1, 2021 and shall continue from fiscal year to fiscal year unless terminated by either Party in accordance with this Agreement, subject to the continued legal existence of the District (as it may be modified from time to time in accordance with law).
17. The terms of this Agreement may only be modified or amended with a written amendment executed by both Parties.
18. This Agreement may not be assigned by the FIRE DEPARTMENT without the written consent of the COUNTY.

19. This Agreement may be terminated by either Party at the end of any fiscal year by giving written notice of intent to terminate to the other party at least one hundred eighty (180) days prior to the expiration of the then current fiscal year.
20. If the COUNTY determines that the FIRE DEPARTMENT has failed to render the Services as provided in this Agreement, then the COUNTY shall give the FIRE DEPARTMENT ninety (90) days notice that funds otherwise payable to CITY under this Agreement are subject to suspension. If during the ninety (90) day period, the FIRE DEPARTMENT makes improvements satisfactory to the COUNTY, no suspension shall occur. During the ninety (90) day period and during any suspension of payment, the FIRE DEPARTMENT is not relieved of its obligation to provide the Services in a manner consistent with the terms of this Agreement.
21. Failure of the COUNTY to enforce any of the provisions of this Agreement at any time, or to request performance by the FIRE DEPARTMENT pursuant to any of the provisions of this Agreement at any time, shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the COUNTY to enforce each and every provision. In the event that there is disagreement between representatives of COUNTY and the FIRE DEPARTMENT as to the meaning and/or applicability of any section of the Agreement, the COUNTY and the FIRE DEPARTMENT agree to select and share the cost (if any) of the services of a North Carolina Dispute Resolution Commission certified mediator to promptly mediate the disagreement.
22. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
23. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties.
24. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Appendix," "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.
25. This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire agreement between the Parties regarding this subject matter. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished.
26. The Parties agree that North Carolina Courts shall have jurisdiction over this Agreement and any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

27. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, County Manager
GUILFORD COUNTY
301 West Market Street, Suite 201
Greensboro, NC 27401

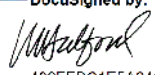
Tasha Logan Ford, City Manager
CITY OF HIGH POINT
211 S. Hamilton St.
High Point, NC 27260

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

ATTEST:

GUILFORD COUNTY:

Robin Keller, Clerk to the Board Date

DocuSigned by:

409FEB01E5A94CE...

Tasha Logan Ford, County Manager Date

7/18/2021 | 11:01 AM EDT

(COUNTY SEAL)

ATTEST:

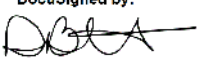
CITY OF High Point:

City Clerk Date

Tasha Logan Ford, City Manager Date

(CITY SEAL)

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

DocuSigned by:

BBE81AE93DF540C...

Guilford County Finance Director Date

7/14/2021 | 11:17 AM EDT

APPENDIX A -- PERFORMANCE MEASURES

Standards of Performance - The FIRE DEPARTMENT shall furnish the Services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., and other pertinent federal, state and county laws, regulations and standards.

1. Staffing

The FIRE DEPARTMENT shall 100% of the time provide 4 personnel to respond to a structure fire related event.

The FIRE DEPARTMENT shall at least 90% of time provide 4 personnel to respond to all fire events other than structure fires.

The FIRE DEPARTMENT shall at least 90% of the time provide 2 personnel to respond to a medical related event.

**Note staffing levels are concurrent with structure fire response per the NC Response Rating Schedule.*

2. Turn Out Time *(defined as the amount of time from dispatch to first unit responding)*

Emergency Response Turn Out Time

The FIRE DEPARTMENT shall at least 90% of the time have the first unit responding within 120 seconds of dispatch.

Non-Emergency Response Turn Out Time

The FIRE DEPARTMENT shall at least 75% of the time have the first unit responding within 120 seconds of dispatch.

If within two minutes, a unit has not checked en route, dispatch will re-alert and add an additional out of district station.

3. Response Time *(defined as the amount of time from first unit responding to first unit on scene)* To encourage the safe operation of emergency vehicles, response time is not addressed in this Contract.

4. Medical Certification of Personnel

The FIRE DEPARTMENT shall have in place a program to ensure the wearing of respiratory protection by its Fire Department employees in accordance with the standards and expectations of the Respiratory Protection Standard, 29 CFR 1910.134.

5. Background Checks

The FIRE DEPARTMENT shall have a policy to conduct background checks on its Fire Department members/employees.

6. Participation in the North Carolina State Firefighters' Association (NCSFA)

The Fire Department shall maintain membership in the NCSFA to ensure the related benefits are afforded to all members/employees.

7. Auto/Mutual Aid

The Fire Department shall participate in the most current auto/mutual aid agreements for response to calls for service with departments in Guilford County.

8. Incident Reporting

The Fire Department shall participate in the National Fire Incident Reporting System (NFIRS) system with the North Carolina Department of Insurance/Office of the State Fire Marshal.

9. Fire Prevention and Public Education

The FIRE DEPARTMENT shall have an annual Fire Prevention and Public Education plan concurrent with the respective needs of the District as determined by the CITY.

10. North Carolina Motor Vehicle Laws

The FIRE DEPARTMENT shall promote that members/employees of its Fire Department as representatives of the FIRE DEPARTMENT comply with all applicable motor vehicle laws. If a member/employee of the Fire Department is cited for a motor vehicle violation, this shall not negate this Contract. Disciplinary action shall be at the discretion of the FIRE DEPARTMENT.

11. Budget

The FIRE DEPARTMENT shall participate in the annual budgeting process as detailed by GUILFORD COUNTY.

12. Fire Investigation

The cause, origin, and circumstances of fires in the District shall be investigated in accordance with N.C.G.S. Chapter 59, Article 79. FIRE DEPARTMENT and COUNTY shall generate at the staff level a written operational plan for carrying out those requirements.

13. Training

The Fire Department shall have an annual training plan to ensure appropriate training is conducted for new and existing members/employees.

14. Standard Operating Procedures, (SOPs), General Operating Guidelines (GOGs)

The FIRE DEPARTMENT shall maintain operational familiarity with all SOPs/GOGs approved by the Guilford County Fire and Rescue Council, Fire Chief's Section.

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**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
FOR PROVIDING FIRE PROTECTION, MEDICAL FIRST RESPONDER, RESCUE
AND EMERGENCY SERVICES WITHIN THE DEEP RIVER FIRE DISTRICT**

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

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

WHEREAS, the No. 18 (Deep River) Fire Protection District, Fire Service District Overlay, and Fire Insurance District (collectively the "District") have boundaries defined by description on file in the Guilford County Fire Marshal's Office; and

WHEREAS, the City has operated and owned a fire station formerly owned by the Deep River Fire Department, Inc. since July 1, 2005 that will serve the citizens in the District; and

WHEREAS, there is an area heretofore within the Deep River Fire District(s) and served by the Colfax Volunteer Fire Department, Inc. that extends beyond five road miles from the Deep River Volunteer Fire Department, Inc.'s base operations, which area the Parties anticipate has or will become part of the District and a part of the area better served by the City; and

WHEREAS, the City and Guilford have agreed to cooperate with each other in order to provide fire protection, medical first responder, rescue and emergency services within the Deep River Fire District; and

WHEREAS, Guilford in an effort to improve the Public Protection Classification ("PPC") to the Colfax and Deep River Fire District it provides to its residents has increased the tax rate from \$0.0941 to 0.1241 with a projected revenue of \$361,650; and

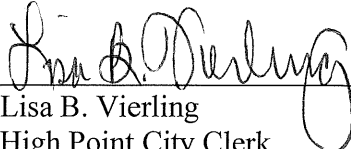
WHEREAS, these increased revenues will assist in funding three new fire positions with the High Point Fire Department to operate Tanker 12, which serves this area; and

WHEREAS, the City finds that it is in the best interest to the public safety and welfare of its citizens to enter into an interlocal agreement with Guilford for the provision fire protection services within the Deep River Fire District.

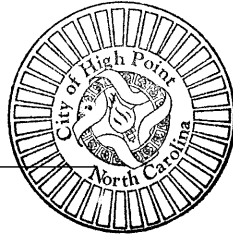
THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves an Interlocal Agreement between the City and Guilford for the provision of fire protection services within the Deep River Fire District.

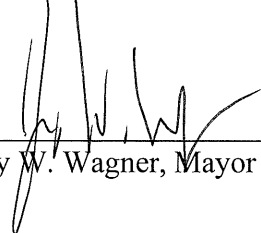
Adopted this the 2nd day of August, 2021.

ATTEST:



Lisa B. Vierling
High Point City Clerk





Jay W. Wagner, Mayor

CITY OF HIGH POINT AGENDA ITEM



Title: Transit Bus Replacement Order

From: Mark McDonald

Public Hearing:

Attachments:

Meeting Date: August 2, 2021

Advertising Date /

Advertised By:

PURPOSE:

Award a contract in the amount of \$499,993.00 to New Flyer Industries for the purchase of one (1) 35' low floor buses to replace one 1 of the buses in the current fleet that has met its useful life.

BACKGROUND:

The City of High Point was a party to a consortium bid for the purchase of buses through a five-year contract. The Piedmont Authority for Regional Transportation (PART) served as the lead agency. The procurement was competitively bid seeking the lowest, responsive bid from a responsible party. Three bus manufacturers – New Flyer Industries, Inc., Creative Bus Sales, and Gillig Corporation - submitted bids. New Flyer Industries, Inc. was the lowest, responsive, responsible bidder meeting the specifications for the 35' bus. The bus is being purchased from year one of the contract.

BUDGET IMPACT:

\$500,000 has been budgeted for this procurement. The cost share for this procurement is 80% federal, 10% state, and 10% City.

The newer vehicle with warranty coverage will reduce the cost of maintenance significantly for the first 3 years of the bus.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends awarding New Flyer Industries a contract for the purchase of 1 bus in the amount of \$499,993.00.



