

City of High Point

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



Meeting Agenda

Thursday, July 28, 2022

4:00 PM

CANCELLED

3rd Floor Conference Room

Finance Committee

Britt Moore, Chair

Committee Members:

Michael Holmes

Monica Peters, Mayor Pro Tem

Victor Jones

Jay Wagner, Mayor (Alternate)

FINANCE COMMITTEE - Britt W. Moore, Chair**CALL TO ORDER****PRESENTATION OF ITEMS**[2022-338](#)

Contract - SHI Inc. Checkpoint Firewalls - Next Generation - Quantum Series

City Council is requested to award a Charlotte Technology Products and Related Services purchasing contract to SHI, Inc. in the amount of \$204,152.56 for the renewal of licensing and support for its Checkpoint-Next Generation and Quantum Series firewalls and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [1. Contract – SHI Inc. Checkpoint Firewalls – Next Generation – Quantum Serie](#)

[2022-339](#)

Contract - WESCO Distribution, Inc. - Underground Conduit - Warehouse Stock

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$293,680.80 for the purchase of underground conduit used by the Electric Utilities.

Attachments: [2. Contract - WESCO Distribution, Inc. – Underground Conduit – Warehouse St](#)

[2022-340](#)

Contract - Smith Gardner, Inc. - Kersey Valley MSW Landfill Phase 6 Engineering Services

City Council is requested to award a contract to Smith Gardner, Inc. in the amount of \$319,000 for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste.

Attachments: [3. Contract – Smith Gardner, Inc. – Kersey Valley MSW Landfill Phase 6 Engine](#)

[2022-341](#)

Resolution - 2021 Local Water Supply Plan

City Council is requested to adopt a resolution for the 2021 Local Water Supply Plan and that the appropriate official execute the resolution. This is an assessment of the water system's current and future water needs and is required for the City to be compliant with the requirements of the NC General Statute G.S. 143-355(1).

Attachments: [4. Resolution – 2021 Local Water Supply Plan](#)

[2022-342](#)

Contract - CDM-Smith - Professional Engineering Services - Sanitary Sewer Hydraulic Modeling and Master Plan Update

City Council is requested to award a contract to C DM-Smith in the amount of \$289,800 for professional engineering services for the Sanitary Sewer Hydraulic Modeling and Master Plan Update.

Attachments: [5. Contract – CDM-Smith – Professional Engineering Services - Sanitary Sewer](#)

[2022-343](#)

Contract - P&S Grading, LLC - Foxwoode Meadows Subdivision

Connector

City Council is requested to award a contract to P&S Grading, LLC in the amount of \$452,863 for the construction of a roadway connection between the Foxwoode Meadows and Williams Grove Subdivisions to mitigate a public safety concern during flooding events that restrict access to homes in Foxwoode Meadows and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [6. Contract – P&S Grading, LLC – Foxwoode Meadows Subdivision Connector](#)

2022-344

Contract - Deere & Company - NC State Contract - John Deere Tractor
City Council is requested to award a NC State contract PG 2Y CG 22 to Deere & Company in the amount of \$109,673.34 for the purchase of 2021 John Deere 5090M Utility Tractor with side rear flail mower attachments and declare the old tractor and mowing accessories as surplus and disposing through the online auction process.

Attachments: [7. Contract – Deere & Company – NC State Contract – John Deere Tractor](#)

2022-345

Resolution - NCDOT - FY23 Section 5303 Planning Grant - Transit
City Council is requested to adopt a resolution for the FY23 Section 5303 Planning Grant and authorize the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project.

Attachments: [8. Resolution – NCDOT - FY23 Section 5303 Planning Grant – Transit](#)

2022-346

Consideration of Funding - Outside Non-Profit Agencies
City Council is requested to finalize recommendation for the funding of outside non-profit agency requests.

Attachments: [9. Consideration of Funding - Outside Non-Profit Agencies](#)

2022-347

Resolution - Interlocal Agreement - 2019 Edward Byrne Memorial Justice Assistance Grant Funds - JAG
City Council is requested to adopt a resolution authorizing the execution of an Interlocal Agreement between the City of High Point and County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

Attachments: [10. Resolution - Interlocal Agreement - 2019 Edward Byrne Memorial Justice As](#)

2022-348

Contract - Amendment #2 - City Manager Tasha Logan Ford
City Council is requested to approve amendment #2 to the employment contract of City Manager Tasha Logan Ford and that the appropriate City Official and/or employee be authorized to execute all necessary documents.

Attachments: [11. Contract - Amendment #2 – City Manager Tasha Logan Ford](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: NCDOT Section 5303 Planning Grant Agreement

From: Angela Wynes

Meeting Date: August 1, 2022

Public Hearing: N/A

Advertising Date / N/A

Advertised By:

Attachments: 1. Grant Award Letter
2. Resolution

PURPOSE:

Execute an agreement with NCDOT for the federal and state share of the FY23 Section 5303 planning grant.

BACKGROUND:

The City of High Point was awarded Section 5303 funds in the amount of \$134,379 to assist with transit planning activities. This funding represents 90% of the projected costs. These funds are used to cover staff time and expenses related to activities such as route and schedule planning, compliance with civil rights regulations, and developing projects for the Metropolitan and State Transportation Improvement Programs.

BUDGET IMPACT:

The City's matching share of \$14,931 is included in the FY23 budget.

RECOMMENDATION / ACTION REQUESTED:

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

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

A motion was made by _____ and seconded by
_____ for adoption of the following resolution, and
upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....

I, _____, **City Clerk**, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **City of High Point** duly held on the _____ day of **August 2022**.

Signature of Certifying Official



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 13, 2022

Ms. Tasha Logan-Ford, City Manager
City of High Point
Post Office Box 230
High Point, North Carolina 27261-0230

RE: FY2023 Metropolitan Planning Program (Section 5303)
Project No. 23-08-113
WBS Element No. 36230.19.22.6
Period of Performance: 7/01/2022 – 6/30/2023

Dear Ms. Logan-Ford:

On May 5, 2022, the Board of Transportation approved your organization's request for an FY23 Metropolitan Planning Grant in the amount of \$149,310. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
Attachments

CITY OF HIGH POINT

AGENDA ITEM

**Title: Local Water Supply Plan**

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services
Rodney Darr – Water Plant Superintendent

Meeting Date: August 1, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Letter- LWSP Meets Minimum Criteria
Attachment B – Resolution
Attachment C – City of High Point 2021 Local Water Supply Plan

PURPOSE:

A Local Water Supply Plan (LWSP) is an assessment of a water system's current and future water needs and its ability to meet those needs. By understanding the current and future needs, local governments will be better able to manage water supplies and better prepared to plan for water supply system improvements.

BACKGROUND:

North Carolina General Statute G.S. 143-355(l) requires all units of local government that provide public water service to prepare an LWSP. The Public Services Department has submitted High Point's 2021 LWSP and it has been reviewed by the North Carolina Department of Environmental Quality, Division of Water Resources. The 2021 LWSP must next be adopted by the High Point City Council in order to be compliant with the requirements of North Carolina General Statute G.S. 143-355(l).

BUDGET IMPACT: N/A

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is recommending that Council adopt the 2021 Local Water Supply Plan and the appropriate official execute the resolution.

RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point, that the Local Water Supply Plan entitled, LWSP-PWSID: 02-41-020 dated Calendar Year 2021 is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

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

This the 1st day of August 2022.

Name: _____

Title: _____

Signature: _____

Attest:

Mary Brooks, Interim City Clerk

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

June 16, 2022

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

Subject: LWSP Meets Minimum Criteria

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

Dear Mr. Darr,

This letter is to notify you that our staff has reviewed the information contained in the 2021 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the City of High Point hereby meets the minimum criteria established in North Carolina General Statute 143-355 (I).

Your water system's 2021 LWSP is now viewable online from the LWSP website found at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2021 LWSP complete.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Linwood E. Peele".

Linwood E. Peele, Supervisor
Division of Water Resources, NCDEQ



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

High Point

2021

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:

High Point

PWSID:

02-41-020

Mailing Address:

P.O. Box 230
High Point, NC 27261

Ownership:

Municipality

Contact Person:

Rodney Darr

Title:

WTP Superintendent

Phone:

336-822-7991

Cell/Mobile:

336-972-0682

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Cast Iron	6-36	45.00 %
Ductile Iron	6-36	54.00 %
Galvanized Iron	1/2-2	0.27 %
Other	30-48	0.73 %

What are the estimated total miles of distribution system lines? 629 Miles

How many feet of distribution lines were replaced during 2021? 1,376 Feet

How many feet of new water mains were added during 2021? 22,341 Feet

How many meters were replaced in 2021? 1,444

How old are the oldest meters in this system? 44 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 2,005

What is this system's finished water storage capacity? 19.0000 Million Gallons

Has water pressure been inadequate in any part of the system since last update? Line breaks that were repaired quickly should not be included. No

Programs

Does this system have a program to work or flush hydrants? Yes, Weekly

Does this system have a valve exercise program? Yes, Daily

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? Yes

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? No

Water Conservation

What type of rate structure is used? Decreasing Block, Uniform, Other

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Deep River (02-2)	80 %	Guilford	100 %
Yadkin River (18-1)	20 %	Davidson	0 %
		Randolph	0 %

What was the year-round population served in 2021? 116,065

What was the seasonal population and months served in 2021? (if applicable) 166,065 (Jun Oct)

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	39,355	5.5690	22	0.0000
Commercial	3,753	2.7300	137	0.0040
Industrial	326	0.8620	36	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 1.3880 MGD

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
City of Archdale	02-76-030	0.0001	179	0.5000		Yes	Yes	12	Regular
City of Greensboro	02-41-010	0.0000	0	0.0000		Yes	Yes	12-16	Emergency
City of Jamestown	02-41-030	0.3904	365	1.5000		Yes	Yes	6-10	Regular
City of Thomasville	02-29-020	0.0000	0	0.0000		Yes	No	12	Emergency
Davidson Water, Inc.	02-29-025	0.0000	0	0.0000			Yes	6	Emergency

The following information is from the Jamestown plan:

Jamestown purchases most of their water from PTRWA, and that water is routed through the distribution system lines of Greensboro and High Point. Any additional water need is purchased from High Point via a separate 1.0 MGD contract.

Jamestown has an allocation of 0.775 MGD from PTRWA. They route 0.500 MGD through High Point and 0.125 MGD through Greensboro, the remainder (0.150 MGD) is shown as the contract from PTRWA.

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	10.9182		May	13.1082		Sep	14.4082	
Feb	10.7482		Jun	14.3582		Oct	13.7582	
Mar	10.7682		Jul	14.0182		Nov	12.4982	
Apr	11.8082		Aug	13.7082		Dec	12.0892	

Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply	Usable On-Stream Raw Water Supply Storage (MG)	
		MGD	Days Used		MGD	* Qualifier	
Deep River (City Lake)	City Lake	9.6700	324	0.0000	21.4000	SY50	1,120.0000
Deep River (Oak Hollow)	Oak Hollow	11.5900	41	0.0000	12.8400	SY50	3,270.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Deep River (City Lake)	City Lake	61	Yes	Deep River (02-2)	Guilford		Regular
Deep River (Oak Hollow)	Oak Hollow	32	Yes	Deep River (02-2)	Guilford		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used		Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
City of Greensboro	02-41-010	0.0000	0			Yes	Yes	12-16	Emergency
City of Thomasville	02-29-020	0.0000	0			Yes	No	12	Emergency
Davidson Water Inc.	02-29-025	0.0453	365			Yes	Yes	16	Regular
PTRWA	30-76-010	2.7729	365	2.7800	2057	Yes	Yes	16-24	Regular

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Ouput Metered?	Source
Frank L. Ward Water Filtration	24.0000	Yes	Yes	City Lake & Oak Hollow Lake

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2021? No

 If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2021? No

 If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	20.0100	May	16.1500	Sep	14.8700
Feb	25.9200	Jun	16.0400	Oct	14.9000
Mar	22.9300	Jul	16.0800	Nov	13.9400
Apr	19.0300	Aug	15.6800	Dec	14.2800

High Point's 2021 Monthly Discharges

How many sewer connections does this system have? 52,500

How many water service connections with septic systems does this system have? 341

Are there plans to build or expand wastewater treatment facilities in the next 10 years? Yes

Eastside WWTP scheduled for expansion upgrade in 2027.

Wastewater Permits

Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0024210	26.0000	26.0000	13.8700		Deep River	Deep River (02-2)
NC0024228	10.0000	10.0000	3.0500		Rich Fork Creek	Yadkin River (18-1)
NC0081256	0.0000	0.0000	0.5690		Richland Creek	Deep River (02-2)

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
City of Archdale	02-76-030	Receiving	1.0050	365	2.5000
City of Greensboro	02-41-010	Receiving	0.1229	365	0.0000

City of Jamestown	02-41-030	Receiving	1.2240	365	2.0000
Davidson Water Inc.	02-29-025	Receiving	0.0810	365	0.0000
Sedgefield	00-00-000	Receiving	0.1820	365	0.2250
Winston-Salem	02-34-020	Receiving	0.0210	365	0.0000

5. Planning

Projections						
	2021	2030	2040	2050	2060	2070
Year-Round Population	116,065	119,413	124,189	129,156	134,322	137,008
Seasonal Population	166,065	167,466	167,218	170,562	173,973	177,452
Residential	5.5690	5.8100	6.0500	6.2940	6.5460	6.6770
Commercial	2.7340	3.1610	3.2550	3.3530	3.4530	4.1430
Industrial	0.8620	0.8490	0.8830	0.9180	0.9550	0.9740
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	1.3880	0.8350	0.8520	0.8690	0.8860	0.9040
Unaccounted-for	1.7605	1.4056	1.4486	1.4795	1.5278	1.6192
Projected unaccounted-for water was adjusted to 10% of total demand which is the median for the period 2017-2021.						

Demand v/s Percent of Supply						
	2021	2030	2040	2050	2060	2070
Surface Water Supply	34.2400	34.2400	34.2400	34.2400	34.2400	34.2400
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	2.8253	2.8253	2.8253	2.8253	2.8253	2.8253
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	37.0653	37.0653	37.0653	37.0653	37.0653	37.0653
Service Area Demand	12.3135	12.0606	12.4886	12.9135	13.3678	14.3172
Sales	0.3904	2.0000	2.0000	2.0000	2.0000	2.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	12.7039	14.0606	14.4886	14.9135	15.3678	16.3172
Demand as Percent of Supply	34%	38%	39%	40%	41%	44%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **48** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information	
Has this system participated in regional water supply or water use planning?	Yes, Member of Piedmont Regional Water Authority
What major water supply reports or studies were used for planning?	
Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:	
The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled PROVISIONAL have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.	

CITY OF HIGH POINT

AGENDA ITEM



Title: Kersey Valley MSW Landfill Phase 6 Engineering Services

From: Robby Stone – Public Services Director

Meeting Date: August 1, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Engineering Services Proposal

PURPOSE:

The City budgeted for the expansion of the Kersey Valley MSW Landfill for continued disposal of municipal solid waste. Plans and permitting have been approved through regulatory agencies. The design engineer will provide services relating to construction documents, bid procurement and construction services including engineering and construction administration, construction quality assurance, construction certification, and reports for the duration of the project.

BACKGROUND:

The City of High Point operates a municipal solid waste landfill for disposal of household trash and other household waste. The current disposal area is rapidly filling up and the expansion of the additional cell (6) will accommodate the current rate of disposal until approximately 2026.

BUDGET IMPACT:

Funds are available in the FY 2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks for the Council to award the Engineering Services to Smith Gardner, Inc. in the amount of \$319,000.



July 13, 2022

Mr. Robby Stone, P.E.
Director
City of High Point - Department of Public Services
211 South Hamilton Street
High Point, NC 27260

**RE: City of High Point - Solid Waste Management
Engineering Services Proposal
MSWLF - Phase 6 Bid Procurement and Construction Services**

Dear Robby:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for engineering services to be performed by S+G pertaining to the construction of the Phase 6 municipal solid waste management (MSW) landfill unit.

The following presents our proposed scope of services, schedule, and budget.

SCOPE OF SERVICES

Our proposed Scope of Services is provided as **Attachment A**. This scope outlines S+G's approach in providing the required services. The Scope of Services is divided into phases and tasks including:

- 1.0 Construction Documents and Bid Procurement
 - 1.1 Construction Documents
 - 1.2 Bid Procurement
- 2.0 Construction Services
 - 2.1 Construction Administration & Engineering
 - 2.2 Construction Quality Assurance (CQA) (Field Services & Conformance Testing)
 - 2.3 Construction Certification and CQA Report

Each task includes a description of the task objective, S+G activities, task deliverables, key understandings, planned meetings, and information and services provided by others.

SCHEDULE

S+G is prepared to begin work on the initial phase of work immediately upon the City's authorization. S+G estimates that the project can be ready for bid in early September 2022 and that the start date could be prior to year-end. The anticipated schedule and budget for construction assumes a 210 day (7-month) construction schedule.

Mr. Robby Stone, P.E.

July 13, 2022

Page 2 of 2

BUDGET

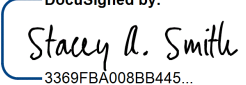
S+G proposes to undertake the above scope on a time and materials basis for a total not to exceed budget of \$319,000 as itemized below. The referenced **Table 1** provides a detailed cost estimate for each major task. Please also refer to S+G's standard fee schedule provided as **Attachment B**.

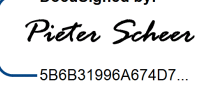
1.0 Construction Documents and Bid Procurement (see Table 1)	\$44,500
2.0 Construction Services (see Table 1)	\$245,000
Subtotal	\$290,000
<i>Contingency (10%):</i>	<i>\$29,000</i>
Total:	\$319,000

S+G will keep the City informed of our budget status and will not exceed the proposed budget without prior approval. Note that it is assumed that unused budget from earlier tasks will be available for ensuing tasks.

Smith Gardner, Inc. is pleased to be of continued service to the City of High Point. If you should have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

3369FBA008BB445...
Stacey A. Smith, P.E.
President, Senior Engineer
stacey@smithgardnerinc.com

DocuSigned by:

5B6B31996A674D7...
Pieter K. Scheer, P.E.
Vice President, Senior Engineer
pieter@smithgardnerinc.com

Attachments: Table 1
Attachment A - Scope of Services
Attachment B - S+G Fee Schedule



Date: 7/13/2022
By: PKS

City of High Point - Kersey Valley MSW Landfill
Phase 6 Construction
Table 1: Services Estimate - Summary

Task	Description	Cost	Totals
1.0	Construction Documents & Bid Procurement		\$44,500
	S+G:	\$37,900	
	Subcontractors*:		
	Design Engineering, Inc. (Electrical):	\$6,600	
2.0	Construction Services		\$245,500
2.1	Construction Administration & Engineering		
	S+G:	\$53,900	
	Subcontractors*:		
	Design Engineering, Inc. (Electrical):	\$6,600	
2.2	CQA (Field Services & Conformance Testing)		
	S+G:	\$32,000	
	Subcontractors*:		
	Geotechnics, Inc. (CQA Field Services):	\$116,500	
	Geotechnics, Inc. (CQA Conformance Testing):	\$27,500	
2.3	Construction Certification & CQA Report		
	S+G:	\$9,000	
Subtotal:			\$290,000
Contingency (10%):			\$29,000
Total Estimated Services:			\$319,000

*Subcontractor and Conformance Testing Costs include 10% Markup.

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Attachment A

Scope of Services

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A. Scope of Services

The following Scope of Services outlines S+G's approach in providing the proposed engineering, construction administration, Construction Quality Assurance (CQA), and related services. This Scope of Services is divided into Phases and Tasks as follows.

- 1.0 Construction Documents and Bid Procurement
 - 1.1 Construction Documents
 - 1.2 Bid Procurement
- 2.0 Construction Services
 - 2.1 Construction Administration & Engineering
 - 2.2 Construction Quality Assurance (CQA) (Field Services & Conformance Testing)
 - 2.3 Construction Certification and CQA Report

1.0 Construction Documents and Bid Procurement

The task elements under this phase will provide for: the necessary documents for the construction of the landfill unit and associated infrastructure/features; will provide for obtaining bids for construction; and will provide for assisting the City in contract negotiations.

1.1 Construction Documents

Objective: To prepare final construction drawings and specifications (Construction Documents) to assist the City in advertising for and obtaining bids for construction.

S+G Activities: In this task, S+G will produce the Construction Documents for use in receiving bids from contractors. The Construction Documents will include:

- Drawings and Specifications to Address:
 - Site Clearing, Drainage and Erosion Control Facilities
 - Fill Area Subgrade Preparation
 - Liner System Material and Installation
 - Leachate Collection System Piping and Bedding
 - Access Road Construction
 - Electrical Work Associated with Leachate Pumps
 - Other Components, as Necessary
- Other Construction Documents Necessary to Bid and Enter into a Formal Construction Contract including:
 - Advertisement
 - Bid Form(s)
 - Contract
 - Standard Forms
 - General Conditions
 - General Specifications, etc.

S+G will prepare and submit to the City an opinion of probable construction cost based on the information contained in the Construction Documents.

Task Deliverables: Copies of Construction Documents will be submitted to the City for review and approval at the 90% completion stage and at time of bid. Construction Cost Estimate.

A. Scope of Services

Key Understandings:	The permit application documents will be modified to make construction-level documents. Construction documents will meet the City's requirements. S+G will incorporate revisions to the Construction Documents requested by City staff as appropriate.
Planned Meetings:	One (1) meeting, one-half day duration, with City staff at the 90% completion stage.
Information and Services Provided By Others:	Review of documents by City staff.

1.2 Bid Procurement

Objective:	To select a contractor to complete the proposed construction.
S+G Activities:	Prepare an advertisement of the construction contract. Issue for bid the Contract Documents and addenda (drawings, specifications, etc.). Assist the City with coordinating and presiding over a pre-bid meeting to respond to technical questions. Assist the City in evaluating bids or proposals and in assembling and awarding the contract. Consult with and advise the City as to the acceptability of subcontractors proposed by the prime contractor. Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the contractor(s).
Task Deliverables:	S+G will provide Construction Documents to all interested contractors. Technical memorandum evaluating each contractor or subcontractor regarding the acceptability of their bid or proposal. Prepared bid tabulation sheets.
Key Understandings:	S+G may charge contractors a non-refundable fee to cover reproduction and handling costs for each set of bidding documents requested. City staff will be responsible for final contractor and subcontractor selection.
Planned Meetings:	Three (3) meetings, one-half day duration each, with City staff including attendance of pre-bid conference, bid opening, and awarding of contracts.
Information and Services Provided By Others:	Availability of City personnel.

A. Scope of Services

2.0 Construction Services

Included in this phase is the required construction administration, engineering, construction monitoring, and certification/documentation tasks for this project.

2.1 Construction Administration & Engineering

Objective: To perform construction administration and associated engineering activities and report to the City regarding progress made in fulfilling the terms of the construction contracts and to perform minor engineering evaluations.

S+G Activities: Attend and preside at a pre-construction conference.

Review Contractor submittals (product information, shop drawings, samples, etc.) and proposed substitutes from the contractor to verify compliance with the Contract Documents.

Prepare field and change orders as required.

Schedule and conduct construction progress meetings with the City and the contractor (typically monthly during active construction).

Review and certify contractor pay applications (typically monthly).

Prepare progress reports (typically monthly and included as part of progress meeting minutes).

Task Deliverables: Field orders, change orders, processed submittals, and processed pay applications as necessary. Progress reports.

Key Understandings: Work done under this task will be coordinated closely with **Task 2.2** below.

Planned Meetings: Progress meetings with S+G, the City, and contractor(s).

Information and Services Provided

By Others: Availability of City personnel.

4.2 Construction Quality Assurance (CQA) (Field Services & Conformance Testing)

Objective: To perform the necessary monitoring and testing of the construction to meet the requirements of the project CQA plan as approved by the NC Department of Environmental Quality Division of Waste Management (NCDWM).

S+G Activities: Provide a field representative on-site during periods of major construction including:

- Earthwork construction
- Subgrade preparation

A. Scope of Services

- Installation of the liner system
- Installation of the leachate collection and management system.

S+G will administer and oversee the Construction Quality Assurance (CQA) testing program for placement of earthworks and geosynthetics. This work will consist of density, permeability, and other tests at a sufficient frequency to satisfy the NCDWM requirements. S+G will subcontract to Geotechnics or other acceptable geotechnical firm to provide for soil materials testing and a full-time technician during placement of earthworks and other portions of the work as needed. S+G will subcontract to Geotechnics or other accredited geosynthetics lab for testing of geosynthetics.

Task Deliverables: In the event that an unexpected occurrence affects progress status, an interim progress status report will be prepared for the City.

Key Understandings: S+G is prepared to respond within 24 clock hours to unexpected occurrences.

The total construction period has been assumed to be no longer than 210 days.

Planned Meetings: Site visits for this task will be coordinated with **Task 2.1** above.

Information and Services Provided

By Others: Construction Quality Assurance testing and oversight (as required) provided by Geotechnics (or other acceptable firm) as a subcontractor to S+G. Availability of City representative to attend progress meetings.

4.3 Construction Certification and CQA Report

Objective: To prepare and submit to the City and the NCDWM a CQA Report documenting and certifying the quality of construction activities.

S+G Activities: Upon completion of construction, S+G will prepare and submit to the City and the NCDWM a CQA Report containing:

- A comprehensive narrative report
 - Site visit reports from Engineering and CQA personnel
 - A series of color photographs of major project features
 - Results of all CQA and CQC testing
 - Documentation of any failed test results, descriptions of procedures used to correct the improperly installed material, and results of all retesting performed
 - Documentation of design modifications, if any
 - Record drawings (by Contractor's Surveyor)
- Certification by the Project Engineer that construction was completed in accordance with:
 - The Project Specifications
 - The CQA Plan
 - The conditions of the permit to construct

A. Scope of Services

- The requirements of applicable Solid Waste Rules
- Acceptable engineering practices.

Upon review of this document by the City, S+G will submit to the NCDWM for approval. S+G will provide all necessary responses, data, and input for the NCDWM approval.

Task Deliverables: CQA Report

Key Understandings: S+G will compile and review all construction documentation produced by the contractor's Quality Control agent(s) and surveyor, the Owner's Quality Assurance agent (if any), and S+G's field representatives into a comprehensive CQA Report for submittal to the NCDWM.

Planned Meetings: One meeting, one-half day duration, with the NCDWM as needed or requested to present and discuss the CQA Report.

Information and Services Provided By Others: Availability of City staff.

A. Scope of Services

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Attachment B

S+G Fee Schedule

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**Hourly Billing Rates***

President, Senior Engineer - Stacey A. Smith, P.E.**
Vice President, Senior Project Manager - John M. Gardner, P.E.**
Vice President, Senior Engineer - Pieter K. Scheer, P.E.**
Vice President, Senior Geologist - C. Kevin Anderson, P.G.**
Vice President, Senior Hydrogeologist - Joan A. Smyth, P.G.**
Principal, Senior Project Manager - W. Michael Brinchev, P.E.**
Principal, Senior Project Engineer - Gregory G. Mills, P.E.**
Principal, Senior Civil Designer - Christopher T. Jones**

Expert Witness/Legal Services

Small Format (B size or smaller)	Black & White
Large Format (C size or larger)	Color

Direct Project Expenses

@@Federal Reference Method 9 Visible Emissions Evaluator

Negotiated

Cost + 10%

+\$15/hour to rate

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CITY OF HIGH POINT

AGENDA ITEM



Title: Sanitary Sewer Hydraulic Modeling and Master Plan Update

CDM-Smith

From: Robby Stone – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: August 1, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: On-Call

Attachments: Attachment A –Proposal for Engineering Services

PURPOSE:

The Public Services Department has identified the need to update the sanitary sewer master plan (2018) for current conditions and for future development. The updated sewer master plan will be beneficial for planning and prioritizing future capital improvement projects for the sanitary sewer collection and treatment system.

BACKGROUND:

The professional engineering services to be provided for this phase of the project include updating the existing sewer hydraulic model with revised alternatives and capital improvement projects. The project will include expansion of the model to include sewer lines 10-inch and greater and select 8-inch sewers. A future phase of the project will include the update of the Sewer Master Plan.

BUDGET IMPACT:

Funds for this project are available in the 2022-2023 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks for the Council to award the professional engineering services to CDM Smith in the amount of \$289,800.



5400 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612
tel: 919-325-3500

July 15, 2022

Mr. Derrick Boone
Assistant Public Services Director
City of High Point
211 S. Hamilton Street
High Point, North Carolina

Subject: Sewer Hydraulic Modeling and Master Plan Update
Proposal for Engineering Services

Dear Mr. Boone:

CDM Smith Inc. (CDM Smith) is pleased to submit this Proposal for Engineering Services to the City of High Point for Sewer System Hydraulic Modeling based on our phone conversations and the Background Section presented below.

A. BACKGROUND

CDM Smith developed a Sanitary Sewer Hydraulic Model for the City of High Point in 2018 generally for sewers greater than 18-inch in diameter and associated pump stations. CDM Smith also developed a Wastewater Master Plan (WWMP) including future flow projections and a capital improvements plan (CIP) in 2018 (final document completed in 2019.) The model calibration and design flows to the Westside plant (for which some uncertain assumptions were required in 2018) were verified to be reasonable in 2020 using additional flow monitoring data that captured a large design level storm event. This verification was documented in an April 6, 2020, letter report. Therefore, CDM Smith is comfortable with the current model flows. The City has indicated that there is no urgent need to re-do the previously estimated future flow projections (as there is little additional data available to justify updating these in FY23.)

However, there are three issues that do require an updated hydraulic model and corresponding CIP. First, several key improvements have been implemented or are under construction (including a new parallel Riverdale pump station (PS) force main, an upgrade to Registers Creek PS and new manifolded force main, and a new and re-routed Waterview PS force main). These improvements need to be added to the model along with several other updates related to additional data collection and improved data attributes performed over the last few years (including incorporating Upper Boulding, Shadybrook, Trinity, & Rich Fork basin model updates). Secondly, the current CIP was driven by the assumption that the City did not wish to upgrade the Riverdale PS beyond 30 mgd capacity. As a result, an option to pump flow coming into Waterview PS over to Westside Wastewater Treatment Plant (WWTP) (versus the current pumping configuration to Eastside



Mr. Derrick Boone

July 15, 2022

Page 2

WWTP) was recommended to both alleviate flows to Riverdale PS and accommodate high peak flows to Waterview PS now and in the future. The City is now evaluating an option to upgrade Riverdale PS (potentially up to 45 mgd), which would significantly change the prior improvements alternatives analysis.

Lastly, the City has been receiving development requests in upstream portions of the system for which capacity is unclear. The City would like to add additional smaller diameter pipes to the hydraulic model, especially in locations where development is anticipated. One of the critical areas of development concern is the Northwest part of the City near Kernersville and upstream of the Waterview PS.

To address these issues, CDM Smith proposes a two-phased project approach:

Phase 1- Model Update with Revised Alternatives Evaluation and CIP and Model Expansion

Phase 1.1 Model Update with Revised Alternatives Evaluation and CIP

Phase 1.1 will provide a revised CIP by November 2022 to serve as valuable input for budget planning. No model expansion or re-calibration is included in this first task, but this evaluation is critical to understand the effects that the proposed upgraded Riverdale PS capacity has on prior recommended improvements (i.e., some improvements may not be needed or may be less extensive.) In addition, the opinion of probable construction costs will be updated from the 2018 estimates.

This task will also include delivery of a detailed spreadsheet and/or GIS files regarding the level of development assumed/included in the model. This spreadsheet will allow the City to make capacity determinations for development approvals based on evaluation of the larger diameter pipes and pump stations (and assumed CIP.)

Also included in Phase 1.1 is a preliminary model expansion assessment where CDM Smith will assist the City in identifying pipes for model expansion in key areas for Phase 1.2.

Phase 1.2 –Model Expansion

Phase 1.2 includes an initial data collection effort to add additional As-Built data to the GIS for model expansion for sewers 10-inch and greater and select 8-inch sewers. Once this information is collected the model can be expanded. Expansion will include subdividing sub-catchments to facilitate re-allocation of existing and future flows to the newly added upstream pipes. Additional flow monitoring on expanded model pipes is recommended in the future but not required for this task. The more-detailed model will be verified against the Task 1 modeled flow loadings to ensure the integrity of the WWMP calibration is maintained. Once this phase is complete, the model will be more useful to the City in terms of assessing smaller diameter pipe capacities as part of

Mr. Derrick Boone

July 15, 2022

Page 3

development reviews. An initial capacity analysis of the newly added pipes will be performed, but improvements will not yet be recommended and costed until Phase 2. The intent of this task is to provide the City with an expanded model to use in development reviews and assist with identifying additional flow monitoring locations. (i.e., based on the capacity analysis of expanded model sewers, additional flow monitoring will likely be prioritized for pipes showing capacity issues to verify flow distribution assumptions.)

Phase 2 – Master Plan Update

CDM Smith recommends additional flow monitoring analysis and model re-calibration to refine the additional model expansion conducted as part of Phase 1.2 (i.e., additional pipe 10-inches and larger added to the model as well as critical 8-inch diameter lines). Once the model expansion areas are refined with flow monitoring data, then the capacity analysis, alternatives analysis, and CIP will be updated with projects required to address deficiencies identified in the newly added sewers. Phase 2 could also include updates to future flow projections in Fiscal Year 2024.

B. SCOPE OF SERVICES

The proposed scope of services for each phase are described in more detail below. A budget estimate is provided for Phase 1, but not yet for Phase 2 as actual costs will depend greatly on the number of flow monitors and associated analysis (to be determined as part of Phase 1.)

Phase 1 - Model Update and Revised Alternatives Evaluation and CIP and Model Expansion

Phase 1 includes the following 8 tasks.

Task 1 – Model Update & Future Flow Projections Detail

CDM Smith will update the hydraulic model with the following new or revised information: Upgrades and re-routed Waterview PS force main, upgrades to Registers Creek PS and new manifolded force main, addition and use of parallel force main at Riverdale PS, planned potential upgrades to Riverdale PS capacity and operation, updates to the model based on additional modeling analyses and data collection since 2018 in the Rich Fork, Upper Boulding, Trinity, and Shadybrook basins. In addition, CDM Smith will develop and provide a detailed spreadsheet and/or GIS files regarding the level of development assumed/included in the model (and therefore planned/accounted for by the City as part of the CIP).

Task 2 – Revise Alternatives Evaluation, Opinions of Probable Cost, and CIP

CDM Smith will revise the alternatives evaluation, conceptual opinions of probable construction cost, and CIP per the updates in Task 1. This will include a closer review of improvement options for Waterview PS, whether a pump around to Westside WWTP is still required, flows to the treatment plants for various alternatives, and options for addressing Upper Boulding basin capacity

Mr. Derrick Boone

July 15, 2022

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deficiencies. This will also include revised cost estimates for new or revised improvements (excluding any planned improvements being studied separately such as the Riverdale PS Capacity Upgrade.)

Task 3 –Master Plan Addendum

CDM Smith will prepare a Draft Master Plan Addendum and finalize the Master Plan Addendum after receipt of City comments.

Task 4 – Data Collection for Model Expansion

CDM Smith will assist the City with identifying sewers for model expansion. Initial identification efforts suggest approximately 245,000 lf of sewer and 1,300 manholes have rim and invert elevation in the GIS. These assets can be added to the model assuming this data is correct. Approximately 125,000 lf of 10-18-inch sewers, 600 manholes, and approximately 13,500 lf of 8-inch sewers in development areas will require As-Built data conversion. The City will provide CDM Smith with an existing GIS database (to include the full wastewater GIS model), VPN access to “The Point” GIS web application, and Laserfiche document repository for As-builts as well as any digitally stored As-built upon request. CDM Smith will use these data sources to locate and download all As-builts needed for GIS updates. If As-built data cannot be found the City could use survey crews where needed or assumptions could be made depending on the extent of the missing data. CDM Smith will convert the sewer attribute data (rim elevations, invert elevations, pipe diameter) and make spatial adjustments as needed from the As-Built drawings to an Esri File Geodatabase format that can be used to update both the City’s existing GIS and the hydraulic model. CDM Smith will review profiles of the model expansion sewers and compile any issues or questions regarding the updated data for the City to address.

Task 5 – Model Expansion & Additional Capacity Analysis Mapping

CDM Smith will update the hydraulic model with the new sewer pipe data from Task 4. As new sewers are added to the model, existing model sub-catchments will be subdivided to better reflect assignment of new flow loading locations. The new sub-catchments will have flow loadings re-allocated in proportion to the sewer area. Once flows are re-allocated, the model will be verified against the Task 1 model to ensure integrity of flow loadings is consistent with prior calibration and future flow projection allocations. The model will be run with the existing design storm flows and capacity results documented for the expanded model sewers. Further analysis and potential improvements to address capacity issues in the upstream expanded model sewers will be performed in Phase 2, after flow monitoring is performed to verify flow assumptions and re-allocation based on sewer area.

Task 6 – Additional Flow Monitoring Plan Development

Using the results of Task 1 capacity analysis, CDM Smith will develop a flow monitoring plan for the expanded model sewers to verify flows, especially where potential capacity issues are identified. The flow monitoring data collection effort will be performed in Phase 2.

Task 7 – Letter Report

CDM Smith will prepare a letter report that includes documentation of the capacity analysis of the expanded model pipes and the proposed flow monitoring plan to check flow assumptions in the expanded model. Comments from the City will be addressed, and a final letter report issued.

Task 8 – Project Management & QAQC

CDM Smith will perform monthly invoicing and quality management procedures including quality assurance (QA) and Quality Control (QC) of the model, results, and deliverables.

Phase 2 - Master Plan Update

Phase 2 may include the following five tasks (details still to be determined):

Task 1 – Flow Monitoring Data Collection

CDM Smith will install flow monitors to check the hydrologic model and to distribute flows in upstream pipes as well as calibrate flows in downstream pipes and at the plants.

Task 2 – Re-calibrate Hydraulic Model

CDM Smith will re-calibrate the hydraulic model based on the additional flow monitoring data collected.

Task 2a – Update Future Flow Projections

CDM Smith will update the future flow projections in FY2024 based on additional information provided by the City and updated TAZ data, if available.

Task 3 – Update Capacity Analysis and Alternatives Analysis

CDM Smith will update the capacity analysis mapping and alternatives analysis mapping from Phase 1 (current model with pipes over 18-inches) with the expanded model pipes.

Task 4 – Update CIP and Master Plan Report

CDM Smith will update the CIP with additional projects required on smaller diameter pipes (as determined from the model expansion). CDM Smith will provide a Master Plan Update Report that includes the methodology, results, conclusions, and recommendations of the above tasks. Comments from the City will be addressed and a final report issued.



Mr. Derrick Boone

July 15, 2022

Page 6

Task 5 – Project Management and QAQC

CDM Smith will perform monthly invoicing and quality management procedures including QA/QC of the model, results, and deliverables.

C. SCHEDULE

Tasks 1-3 will begin within 2 weeks of notice to proceed and receipt of information on upgraded Riverdale PS capacity. The intent is to complete these tasks by November 2022 to provide the City with defensible CIP improvement projects for planning purposes. Riverdale PS information must be received by July 30, 2022, to meet this schedule.

Task 4 will begin upon notice to proceed with a final determination of which sewers to include in the model expansion. The data collection effort Task 5 is expected to take approximately 4 months, but the schedule could vary based on data receipt and potential need for survey. The model expansion and capacity analysis (Task 5) will be completed within 3 months of the completion of Task 4. Task 6 will be completed 1 month after the completion of Task 5. Task 7 (Letter Report) will be completed 2 months after the completion of Task 6.

D. COMPENSATION

For the Phase 1 Basic Services performed by CDM Smith under Section B of this Task Order, the City of High Point agrees to pay a lump sum fee of \$289,800. For the Phase 2 Basic Services performed by CDM Smith, the City will amend this contract adding additional compensation for these tasks once the final scope, fee, and schedule are negotiated. In addition to this compensation, the City reserves the right to amend this Contract, so that CDM Smith may furnish additional services as needed. Payments shall be made by the City on a monthly basis in proportion to the percentage of work completed, with the balance of payment made when the work is complete.





Mr. Derrick Boone

July 15, 2022

Page 7

Thank you for the opportunity for CDM Smith to serve the City of High Point and your customers. We look forward to further discussing this proposal with you. If you have any questions or need any additional information, please let us know.

Sincerely,

A handwritten signature in black ink that reads "Christine Nesbit". The signature is written in a cursive, flowing style.

Christine Nesbit, P.E.

Vice President

CDM Smith Inc.

Cc: Robby Stone, Public Services Director, City of High Point
Glendon Fetterolf, CDM Smith Inc.



CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution - 2019 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) Interlocal Agreement

From: J. Travis Stroud, Chief of Police

Meeting Date: August 1, 2022

Public Hearing: Yes

Advertising Date /
Advertised By: N/A

Attachments: Resolution, Interlocal and Sub-Recipient Agreement, and Award

PURPOSE:

Adopt Resolution ratifying an Interlocal and Sub-recipient Agreement with Guilford County to receive the 2019 Byrne Justice Assistance Grant (J.A.G.) funding.

BACKGROUND:

The 2019 J.A.G. Grant award was initially distributed between the City of Greensboro (as the lead/fiscal agent) with Guilford County and the City of High Point as sub-recipients. However, the City of Greensboro subsequently declined its allocation of the award totaling \$138,075.00. Federally approved award modifications will allow the grant projects to move forward, with Guilford County serving as the awardee and the City of High Point as the sole sub-recipient. As a result, the City of High Point agrees to accept \$120,029.50 in J.A.G. funds. The amount is calculated on the City of High Point's original award of \$50,992.00 plus one-half of the redistributed portion of the City of Greensboro's allotment of \$69,037.50.

The High Point Police Department proposes using the 2019 J.A.G. funding to purchase a BrassTraxHD3D Cartridge Case Acquisition Station with a triage scope. The station captures highly detailed images of fired cartridge cases, including firing pin impressions on the primer, breech face, extractor, and injector markings. A 3-year warranty will also be purchased in support of the station. This purchase will allow the Department to adopt technology in the form of new-and-improved tools to aid officers in solving violent gun crimes.

BUDGET IMPACT:

No match is required. However, the Department's portion of the JAG totals \$120,029.50. The BrassTraxHD3D Cartridge Case Acquisition Station with triage scope has an estimated cost of \$144,853 excluding tax. The additional funds totaling \$24,823.50 will be identified from the Department's NC Drug Excise Tax Funds.

RECOMMENDATION / ACTION REQUESTED:

Council is recommended to adopt a Resolution authorizing the execution of an Interlocal Agreement between the City of High Point and the County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant Funds.

RESOLUTION AUTHORIZING THE EXECUTION OF

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT, NC;
AND COUNTY OF GUILFORD, NC, FOR SHARED USE OF
2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT (J.A.G.) 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, and the City of High Point regarding the shared use of F.Y. 2019 Byrne Justice Assistance Grant (J.A.G.) Program Award funds of **\$120,029.50** 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 1st day of August, 2022.

Mary S. Brooks
Interim High Point City Clerk

**JAG GRANT SUB-RECIPIENT AGREEMENT
(EFFECTIVE OCTOBER 1, 2022 -- FY 2022)**

**BETWEEN THE COUNTY OF GUILFORD, NORTH CAROLINA
AND
THE CITY OF HIGH POINT, A NORTH CAROLINA MUNICIPAL CORPORATION
FOR DISBURSEMENT OF JUSTICE ASSISTANCE GRANT PROGRAMS FUNDS**

THIS JAG GRANT SUB-RECIPIENT AGREEMENT (“Agreement”) is entered into by and between the **County of Guilford**, a North Carolina County (“Recipient” or “COUNTY”), and the **City of High Point**, a North Carolina municipal corporation (“Sub-recipient”). Recipient and Sub-recipient are collectively referred to herein as the “Parties”. Their respective UEI Nos. (formerly known as DUNS Nos) are **YBEQWGFJPMJ3** and **UVJAHE7H36N6**.

RECITALS

WHEREAS, Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law 90-151, 82 Stat. 197) was the authorizing legislation for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and is presently codified in Title 34 United States Code §§ 10151 - 10203 (formerly Title 42 U.S.C. §§ 3750-3766b);

WHEREAS, the JAG Program is the primary provider of federal criminal justice funding to States and units of local government. The Assistance Listing Number (“ALN” f/k/a “CFDA”) number for the Edward Byrne Memorial JAG Program is 16.738;

WHEREAS, the U.S. Department of Justice (“USDOD”) through its Office of Justice Programs (“OJP”) has approved Recipient’s application for funding under the FY 2022 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of **\$250,101.80** (“JAG Funds”) to be used for local initiatives, technical assistance, training, personnel, equipment, supplies contractual support, information systems for criminal justice and criminal justice-related research and evaluation activities;

WHEREAS, the 2019 JAG Grant award was originally to be distributed between the City of Greensboro (as award recipient) and the COUNTY and the CITY OF HIGH POINT (as award subrecipients), but, the City of Greensboro subsequently declined its allocation of the award (which totaled **\$138,075.00**), thus placing COUNTY in the role of recipient and the CITY OF HIGH POINT as the sole subrecipient;

WHEREAS, COUNTY and CITY OF HIGH POINT have entered into an Interlocal Agreement which is retroactive to the beginning on the project period October 1, 2018 with Sub-recipient, to reallocate the JAG Funds. Each Party has pre-audited the Interlocal Agreement and this Sub-recipient Agreement in the manner required by the Local Government Budget and Fiscal Control Act.; and

WHEREAS, each governing body, award recipient and sub-recipient (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Subpart D (Post Federal Award Requirements), Section 200.303 which impose certain legal and administrative requirements upon award recipients and sub-recipients concerning the acceptance and use of federal JAG funds; and

WHEREAS, COUNTY and CITY OF HIGH POINT (as Recipient and Sub-recipient) desire to memorialize the terms and conditions of the disbursement of the JAG Funds in this Agreement and do hereby agree as follows:

Section 1. Grant Funds

The total JAG Grant award of **\$250,101.80** will be reallocated by redistributing the City of Greensboro's allocated portion to the COUNTY and the CITY OF HIGH POINT as follows:

The COUNTY, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT and the CITY OF HIGH POINT agrees to accept a total of **\$120,029.50** in JAG funds to be used to pay for equipment and upgrades as outlined in the grant application budget. This is calculated as the CITY OF HIGH POINT'S original award of **\$50,992.00** plus one-half of the redistributed portion of the City of Greensboro's allotment in the amount of **\$69,037.50**.

The COUNTY shall retain **\$130,072.30** in JAG funds to be used to pay for equipment and upgrades as outlined in the grant application budget. This is calculated as the COUNTY'S original award of **\$61,034.80** plus one-half of the redistributed portion of Greensboro's allotment in the amount of **\$69,037.50**. The COUNTY waives the collection of any costs or fees associated with its management of the JAG Grant award for the fiscal year relevant to this agreement.

Section 2. Disbursement

The Sub-recipient shall have the right to disbursement from the Grant Funds on a quarterly basis after Recipient receives such funds from the USDOJ, and in any amount(s) approved by Recipient, such total amount(s) not to exceed **\$120,029.50** in Grant Funds, provided Sub-recipient meets all the terms and conditions set forth in this Agreement.

Payments made by the Recipient to the Sub-recipient under this agreement will be issued upon receipt of an original invoice from Sub-recipient setting forth the amount due and payable pursuant to Section 4 of this agreement via a claim of reimbursement. Invoices will be reviewed by the COUNTY for allowable and reasonable expenses as outlined in the approved grant budget. Upon approving an invoice, a check request will be submitted to the Guilford County Finance Department and a check will be issued by Recipient to Sub-Recipient within 7 to 10 business days. All services must be performed to the satisfaction of Recipient prior to any reimbursement being submitted for processing by the Guilford County Finance Department and payment being made.

Section 3. Term

This Agreement and the terms and conditions herein shall remain in full force and effect until September 30, 2023, which is the end of the Project Period as set forth in the Grant Award.

Section 4. Documents Required Prior to Disbursement of JAG Funds

Sub-recipient agrees that prior to the initial disbursement of funds to Sub-recipient; it shall deliver to Recipient the following documents:

- (a) Copies of expenditure invoices;
- (b) Proof of Payment; and
- (c) Explanation of specific outcome and benefits derived from use of the JAG funds.

Section 5. Assurances

Sub-recipient assures that it will comply with all legal and administrative requirements that govern the acceptance and use of federal grant fund by Recipient as set forth in **Exhibit A** attached hereto and made a part of this Agreement as if fully set forth herein.

Sub-recipient agrees it will comply with all applicable Federal civil rights laws, including requirement pertaining to developing and/or submitting an Equal Employment Opportunity Plan, reporting Findings of Discrimination, and providing language services upon request.

Sub-recipient agrees to provide the Recipient with a copy of the Equal Employment Opportunity Program on file in accordance with 28 C.F.R. 42.304. A copy will be retained in the Guilford County Finance Department and produced at the request of the Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA).

Section 6. Non-Discrimination and Equal Opportunity

It is the policy of the COUNTY that the COUNTY, its employees, agents, Sub-recipients and others engaged by Sub-recipient that COUNTY shall oppose discrimination on the basis of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, Sub-recipient agrees that neither Sub-recipient nor its employees, agents, Sub-recipients or others engaged by Sub-recipient shall discriminate against any person, whether employed by Sub-recipient or otherwise, on any basis stated above. Sub-recipient further agrees to take affirmative action to ensure that its own employees, agents, sub-recipients, and others engaged by Sub-recipient, or applicants thereto shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, sub-recipients or others to be engaged by Sub-recipient or placed by or on behalf of Sub-recipient, the Sub-recipient shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.

Section 7. Choice of Law and Forum

This Agreement shall be deemed made in Guilford County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

Section 8. Assignment, Successors, and Assigns

Without the COUNTY's written consent, the Sub-recipient CITY OF HIGH POINT shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise under this Agreement. Unless the COUNTY otherwise agrees in writing, the Sub-recipient and all assigns shall be subject to all the COUNTY's defenses and shall be liable for all the Sub-recipient's duties arising from this contract and all the COUNTY's claims arising from this Agreement. Without granting the Sub-recipient the right to assign, it is agreed the duties of the Sub-recipient arising from this contract shall be binding upon it and its successors and assigns.

Section 9. Records and Reports

Sub-recipient shall maintain records and other documentation accounting for the use of the JAG Funds as required by the Department of Justice and as outlined by the office of Management and Budget for the Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation Funds. Such records may be reviewed by the Recipient at any time upon request.

Section 10. Compliance with the Law

In performing its duties under this Agreement, the Sub-recipient shall comply with all laws and regulations applicable to the performance of Sub-recipient's duties in the Agreement. Sub-recipient shall use JAG Funds solely for activities authorized by and in accordance with all Federal laws and regulations as set forth in the Program Solicitation, attached hereto as **Exhibit B**.

Section 11. Compliance with County Policy

In performing its duties under this Agreement, the Sub-recipient shall comply with the COUNTY's Policy for Monitoring Sub-recipient Agencies Receiving Grant Funds, attached hereto as **Exhibit C**.

Section 12. Suspension and Termination

COUNTY, in its sole discretion, may terminate this Agreement in whole or in part if COUNTY determines that said termination is in its best interest. Termination or suspension of this Agreement may occur if Sub-recipient materially fails to comply with any terms or conditions of this Agreement. Any termination shall be affected by the delivering to Sub-recipient a written

notice of termination thirty (30) days before the effective date of the termination. In the event of termination by COUNTY, all obligations of either party which remain unperformed are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. Upon termination, Sub-recipient shall promptly deliver to COUNTY all funds which COUNTY has provided under this Agreement, but which have not been expended. COUNTY shall pay in full for all goods, completed services, and expenses incurred by Sub-recipient pursuant to this Agreement up to and until the time of termination.

Section 13. Federal Funding – Uniform Guidance

The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 CFR 200.326 and 2 C. F. R. Part 200, Appendix II (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C. F. R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C.1352); Procurement of Recovered Materials (2 C.F.R. 200-322); and Record Retention Requirements (2 C.F.R.200-324).

Section 14. Events of Default

Any of the following shall constitute an “Event of Default” hereunder:

- A. The failure of Sub-recipient to perform any of the terms and conditions of this Agreement or any other document required under this Agreement;
- B. The failure of Sub-recipient to furnish from time to time, at Recipient’s request, financial information or other records required by Recipient; or
- C. The failure of Sub-recipient to use by September 30, 2023 the JAG funds for approved uses in implementing the approved project.

Section 15. Indemnification

To the fullest extent permitted under law, Sub-recipient shall indemnify and save harmless COUNTY, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Sub-recipient or its Sub-recipients or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of COUNTY, its agents, officers, or employees. In performing its duties under this section, Sub- recipient shall indemnify and save harmless COUNTY. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements,

expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of COUNTY that are otherwise provided in or arise out of this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of its term or otherwise) and termination of the services of the Contract under this Agreement.

Section 16. No Third-Party Rights Created

This Agreement is intended for the benefit of the COUNTY and the Sub-recipient and not any other person.

Section 17. Modification

Further modification of this Agreement is not valid unless agreed to in writing by both parties and otherwise in accordance with requirements of law.

Section 18. Use of Funds, Pre-Audit Requirement, and Indirect Costs

Each Party agrees to use their allocated JAG funds for purposes consistent with the grant program until expended. Neither Party shall, however, seek reimbursement of "indirect costs" from their JAG funds. Indirect costs include overhead expenses (e.g., rent and utilities) and general and administrative expenses (e.g., officers' salaries, accounting and personnel department costs). Each Party has pre-audited this agreement in the manner required by the Local Government Budget and Fiscal Control Act.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

THE UNDERSIGNED, as authorized representatives on behalf of the Recipient or the Sub-recipient, have executed this Agreement, which shall be effective as of the date first written above.

GUILFORD COUNTY (Recipient)

APPROVED AS TO CONTENT:

Sheriff's Office Representative

Date: _____

APPROVED AND AGREED TO BY:

**Michael Halford,
County Manager**

Date: _____

ATTEST:

**Robin B. Keller,
Clerk to the Guilford County
Board of Commissioners**

Date: _____

CITY OF HIGH POINT, NC (Sub-recipient)

APPROVED AS TO CONTENT:

Chief of Police **Date**

APPROVED AND AGREED TO BY:

Finance Director **Date**

City Attorney **Date**

City Manager **Date**

ATTEST:

City Clerk

Exhibit “A”

✓ Award Letter

December 22, 2021

Dear Michael Halford,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GUILFORD, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 2021 Invited to Apply - Administrative Funding Adjustments to BJA Previously Funded Awards. The approved award amount is \$250,102.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the

Exhibit “B”
Federal Laws and Regulations

Federal Authorization

- This project is supported under FY 22 (BJA JAG State & JAG Local) per Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law 90-151, 82 Stat. 197) was the authorizing legislation for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and is presently codified in Title 34 United States Code §§ 10151 - 10203 (formerly Title 42 U.S.C. §§ 3750-3766b); see also 28 U.S.C 530C (a).

Administrative Requirements, Cost Principles & Audit Requirements

- The Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 C.F.R Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 200 (together, the Part 200 Uniform Requirements) apply to this FY 2018 award from OJP.

Financial Oversight

- The Recipient and Sub-recipient agree to comply with the DOJ Grants Financial Guide, including any updated version that may be posted during the period of performance. (<https://ojp.gov/financialguide/DOJ/index.htm>)

Government-Wide Common Rules

The uniform administrative requirements for grants and cooperative agreements to State and local units of government (also known as Grants Management Common Rule for State and Local Units of Government) for the Department of Justice (DOJ) are codified at Title 28 CFR Part 66.

The uniform administrative requirements for grants and cooperative agreements with institutions of higher education, hospitals, and other nonprofit organizations for DOJ are codified at Title 28 CFR Part 70.

- Government-wide Debarment and Suspension (Non-procurement) is codified at Title 2 CFR Part 180, with DOJ- specific rules at Title 2 CFR Part 2867.
- Government-wide requirements for drug-free workplace (grants) rules are codified at Title 28 CFR Part 83.
- Restrictions on lobbying are codified at Title 28 CFR Part 69.

Administrative, National Policy, and other Legal Requirements

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Standard Assurances

Solicitation Requirements

- Civil Rights Requirements
- Financial Requirements
- Organizational Requirements
- Evidence, Research, and Evaluation Guidance and Requirements
- Mandatory Award Terms and Conditions
- Other Requirements
-

Mandatory Award Terms and Conditions

- Financial Guide
- Civil Rights: EEOP
- Audit - States, Units of Local Government, or Non-Profit Organizations
- Use of Federal Funds
- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct
- Prohibit Use of Funds for ACORN and its Subsidiaries
- High-risk - Cf. 28 C.F.R. parts 66, 70
- Registration with the System for Award Management and Universal Identifier Requirements
- Text Messaging Policy
- Conference Costs
- Training Guiding Principles for Awardees
- Reporting of Potential Duplication of Federal Funding for Identical Cost Items
- Nondiscrimination in Programs Involving Students
- Computer Network Requirement

Financial Management and System of Internal Controls

In accordance with 2 CFR 200, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. The award recipient must:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- (c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training.

Exhibit "C"

GUILFORD COUNTY SHERIFF'S OFFICE POLICY FOR MONITORING SUB-RECIPIENT AGENCIES RECEIVING GRANT FUNDS

□ **Oversight** – Guilford County will maintain regular communication with sub-recipient and make appropriate inquiries concerning program activities.

Guilford County will review monthly expenses submitted by the sub-recipient. This information must be submitted by sub-recipient to Guilford County after the close of each month within their respective financial reporting systems. Additional back-up documentation may be requested to support monthly expenses.

Guilford County will review quarterly financial and performance reports, along with required supporting documentation, submitted by the sub-recipient. This information must be submitted by sub-recipient to Guilford County by the 15th of the following month, post the end of a quarter (i.e. October- December). The performance report should include milestones achieved or to be achieved, any significant problems, issues or concerns, timely accomplishments and delays, and actual cost incurred compared to budget line items with variances explained. Additional back-up documentation may be requested to support program and financial reports.

Guilford County will complete periodic onsite monitoring of sub-recipient in accordance with grantor requirements and related regulations to examine financial and programmatic records and observe operations. Sub-recipient will be monitored as required by the grant or at least annually; or more frequently if circumstances or program guidance warrants. These visits will be scheduled in advance; a list of testing items will be provided.

A written report will be completed for all formal site visits. Non-compliance and/or recommendations will be documented and the sub-recipient must resolve and correct findings timely and effectively.

□ **Program monitoring-** Program monitoring will include, but not be limited to, discussion concerning the program operation, any problems or concerns associated with the program, and verification of information reported on the program monthly/quarterly reports/close out reports. Programs providing direct client services are subject to client file review, and should maintain appropriate releases of information to allow. Sample listing of information that may be reviewed programmaticallly:

1. Inventory control listing for equipment
2. Tags/labels on equipment
3. Local procurement/purchasing policy
4. Internal controls
5. Program reporting
6. Travel policy
7. Personnel policy

□ **Financial monitoring-** Financial monitoring will include, but not be limited to, comparison of recipient/sub-recipient financial reports with general ledgers to determine that claimed expenses have been charged to the proper accounts and that proper documentation exists to support claims for personnel, travel, etc., and that equipment, if purchased, has been inventoried and is being used for the stated purpose. Additionally, the agency's overall financial internal controls and policies and procedures may be reviewed and recommendations made if appropriate or necessary. Sample listing of information that may be reviewed financially:

1. Purchase order/requisition
2. Invoices/receipts from vendor
3. Bid/quote records
4. Sole source letters, where applicable
5. Cash management
6. Financial reporting

□ **Timely response to written requests from County staff** - All written requests from County staff shall be responded to by the Sub-recipient in writing within two (2) weeks of receipt. Responses shall be complete, or for items that have extenuating circumstances, such as requiring board meetings or approval, the agency will provide the County, within the two-week period, an outline of the process and timeline needed to provide the complete information requested. Under extenuating circumstances, full responses shall be submitted within 45 days from date of request or a date agreed to by Guilford County Finance Department staff.

□ **Record-Keeping Guidelines** - Record-keeping as prescribed by contracts will be strictly followed, and records will be kept in retrievable, reviewable, safe, and auditable condition for at least three (3) years from the date of final closeout notification. If any litigation, claim, negotiation, audit or other action involving these records is initiated during the 3-year period, the records should be kept until completion of such action. These records should be easily located and should be properly protected against fire or other damage.

□ **Commingling of Funds Prohibited** - Contracts with recipients of County funds require that Guilford County funds provided to the entity for services or activities to be performed be maintained in a bank account or general ledger account that is clearly separate and distinguishable from other fund accounts or a separate bank account at the discretion of the organization. The County reserves the right to inspect fund accounts at any time to ensure compliance. Funding will be suspended to any organization found to be in non-compliance. Appropriate legal action will be taken as necessary.

□ **Procurement** - Contracts for building, construction, or rehabilitation funded with County funds shall be carried out in compliance with all applicable State, Federal, and local laws and regulations.

□ **County's Right to Visit Fund Recipients and Monitor for Compliance** - The County will enforce Zero Tolerance regarding fund recipients who refuse to comply with monitoring and auditing visit requests. The following actions will be taken:

1. Funding will be immediately suspended if the agency refuses the visit or access to financial/program records.
2. Legal remedies will be sought as appropriate

□ **Audit Requirements** – Sub-recipient must obtain and submit a copy of the required audit to Guilford County within 30 days of issuance and approval of the report, or as provided in the grant agreement. The sub-recipient must directly notify Guilford County of any audit findings related to the sub-award.

Guilford County may use the information in the Federal Audit Clearinghouse Database as evidence to verify that the required audit was performed and that the sub-recipient had no audit findings. In cases of continued inability or unwillingness of a sub-recipient to have the required audits conducted, Guilford County shall take appropriate action by using sanctions as prescribed in OMB Circular A-133.

All grant expenditures must be reported in the Comprehensive Annual Financial Report's (CAFR) Schedule of Expenditures of Federal and State Awards or sub-recipient's year-end financial report if a CAFR is not required for the agency

□ **Swift Resolution of Contract or Audit Compliance Issues** - Upon a finding of non-compliance with contract terms or with audit requirements, appropriate Guilford County and/or Guilford County Finance staff will issue a certified letter, return receipt requested, to the Authorizing Official of the non-compliant fund recipient. The letter will clearly document the issues of non-compliance. The fund recipient will have thirty (30) days from receipt of the certified letter to present to the appropriate County official evidence of resolution of all documented compliance issues unless other official documents specify an alternate remedy. Within thirty (30) days of the receipt of the fund recipient's response, the County Official will notify the respondent as to whether the issues have been resolved to the County's satisfaction. All Guilford County funding will be suspended until compliance issues are resolved to the satisfaction of Guilford County.

□ **Conduct of Annual Review**- Annual reviews are scheduled a minimum of 30 days in advance through written communication. Confirmation or rescheduling of a review date is required within two weeks. A qualified staff member of the Agency shall be available to County Internal Audit and/or Guilford County Finance staff during the annual review appointment. Audit staff shall be provided standard office work space within the Agency's office during the annual review appointment and any other scheduled appointments.

INTERLOCAL AGREEMENT
between
GUILFORD COUNTY, NC and THE CITY OF HIGH POINT, NC

2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT which was initially made and entered into on October 1, 2018 and remains effective through September 30, 2022 is by and between, GUILFORD COUNTY, North Carolina acting by and through its governing body, the Guilford County Board of Commissioners (hereinafter referred to as “the COUNTY”), and the CITY OF HIGH POINT, located in Guilford County, North Carolina, acting by and through its governing body, the High Point City Council.

W I T N E S S E T H:

WHEREAS, Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (U.S. Public Law 90-151, 82 Stat. 197 – 239) was the authorizing legislation for the JAG Program and is presently codified in Title 34 United States Code §§ 10151 - 10203 (formerly Title 42 U.S.C. §§ 3750-3766b);

WHEREAS, the JAG Program is the primary provider of federal criminal justice funding to States and units of local government. The Assistance Listing Number (“ALN” f/k/a “CFDA”) number for the Edward Byrne Memorial JAG Program is 16.738;

WHEREAS, in general, JAG funds awarded to a unit of local government under this Fiscal Year 2022 award may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

WHEREAS, awards of at least \$25,000 or more are four years in length and the specific award period governed by this agreement runs from October 1, 2021 through September 30, 2022, but will be applied to FY 2022.

WHEREAS, each governing body, award recipient and sub-recipient (including recipients or sub-recipients that are pass-through entities) are accountable for Financial Management and System of Internal Controls as described in Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Subpart D (Post Federal Award Requirements), Section 200.303;

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;

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;

WHEREAS, this 2019 JAG Grant award was originally to be distributed between the City of Greensboro (as award recipient) and the COUNTY and the CITY OF HIGH POINT (as award subrecipients), but, the City of Greensboro subsequently declined its allocation of the award (which totaled **\$138,075.00**), thus placing COUNTY in the role of recipient and the CITY OF HIGH POINT as the sole subrecipient for FY 2022;

WHEREAS, the COUNTY will now serve as the lead administrator/fiscal agent for the 2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD and the CITY OF HIGH POINT shall be the sole subrecipient under this award; and

NOW THEREFORE, the total grant award of **\$250,101.80** will be reallocated by redistributing the City of Greensboro's allocated portion to the COUNTY and the CITY OF HIGH POINT as follows:

Section 1.

The COUNTY, as lead administrator/fiscal agent, agrees to allocate to the CITY OF HIGH POINT and the CITY OF HIGH POINT agrees to accept a total of **\$120,029.50** in JAG funds. This is calculated as the CITY OF HIGH POINT'S original award of **\$50,992.00** plus one-half of the redistributed portion of the City of Greensboro's allotment in the amount of **\$69,037.50**.

Section 2.

The COUNTY shall retain **\$130,072.30** in JAG funds. This is calculated as the COUNTY'S original award of **\$61,034.80** plus one-half of the redistributed portion of Greensboro's allotment in the amount of **\$69,037.50**. The COUNTY waives the collection of any costs or fees associated with its management of the JAG Grant award for the fiscal year relevant to this agreement.

Section 3.

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. However, both jurisdictions (GUILFORD COUNTY and CITY OF HIGH POINT) are NIBRS compliant; as such no set-aside is required unless otherwise stated by the granting agency.

Section 4.

Each Party agrees to use their allocated JAG funds for purposes consistent with the grant program until expended. Neither Party shall, however, seek reimbursement of "indirect costs" from their JAG funds. Indirect costs include overhead expenses (e.g., rent and utilities) and general and administrative expenses (e.g., officers' salaries, accounting and personnel department costs). Each

Party has pre-audited this agreement in the manner required by the Local Government Budget and Fiscal Control Act.

Section 5.

The parties shall seek reimbursement on a quarterly basis from the Bureau of Justice Assistance (BJA) via GUILFORD COUNTY serving as the lead administrator/fiscal agent.

Section 6.

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 7.

There are no intended third-party beneficiaries to this agreement, and the parties to this Agreement do not intend for any third-party to obtain a right by virtue of this Agreement.

Section 8.

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 thirty (30) days prior to the requested termination.

Section 9.

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 10.

This Agreement may only be amended by a written amendment executed by the Parties.

Section 11.

This Agreement is subject to the jurisdiction and laws of the State of North Carolina. Any disputes between the Parties arising under this agreement shall be resolved in the General Court of Justice, Superior Court Division of Guilford County, North Carolina. If, for any reason, that Court lacks jurisdiction or the ability to hear and resolve such disputes, then any disputes between the Parties arising under this agreement shall be resolved in the United States District Court for the Middle District of North Carolina.

Section 12.

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.

GUILFORD COUNTY, NC

APPROVED AS TO CONTENT:

Sheriff's Office Representative

Date: _____

APPROVED AND AGREED TO BY:

**Michael Halford,
County Manager**

Date: _____

ATTEST:

**Robin B. Keller,
Clerk to the Guilford County
Board of Commissioners**

Date: _____

CITY OF HIGH POINT, NC.

APPROVED AS TO CONTENT:

Chief of Police **Date**

APPROVED AND AGREED TO BY:

Finance Director **Date**

City Attorney **Date**

City Manager **Date**

ATTEST:

City Clerk **Date**

CITY OF HIGH POINT

AGENDA ITEM



Title: Employment Contract Amendment #2, City Manager Tasha Logan Ford

Public Hearing: N/A

Meeting Date: August 1, 2022

Advertising Date: N/A

Advertised By: N/A

Attachments: N/A

PURPOSE:

This document serves as the second amendment to the employment contract of City Manager, Tasha Logan Ford.

BACKGROUND:

The Second Amendment Agreement is to modify the terms set forth in the Employment Agreement entered into by the City and Employee on May 17, 2021. It clarifies the life insurance benefit provided and ensures consistency with existing city referenced documents.

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the contract amendment and that the appropriate City official and/or employee be authorized to execute all necessary documents.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Agreement”), made and entered into this the 1st day of August, 2022, by and between the **CITY OF HIGH POINT, NORTH CAROLINA** (“City” or “Employer”), and **TASHA LOGAN FORD**, of High Point, North Carolina (“Employee”), each referenced individually as “Party” and collectively as “Parties.”

1. The purpose of this Second Amendment Agreement is to modify the terms set forth in the Employment Agreement entered into by the City and Employee on May 17, 2021.
2. The City and the Employee agree to amend **Section 10. Other Renumeration** as follows:

“The City currently offers all employees a 1% matching contribution to their 401k accounts and Employee shall be eligible to participate in this benefit to the same extent and subject to the same terms as all City employees. Employee is also eligible to participate in the City’s 401(k) and 457 deferred compensation plan and contribute Employee’s funds to such. At the time of executing this Agreement, Employee has indicated that she will not be participating in the City's health insurance plan which will result in a savings to the City. For this reason, to the extent permitted by the terms of the NC 401(k) or 457 deferred compensation plan, and in addition to the matching 1% contribution, the City agrees to make a 4% contribution to Employee’s 401(k) or 457 deferred compensation plan, which will not require a matching Employee contribution. This additional 4% shall remain in effect for as long as the Employee continues to decline City's health insurance coverage. In the event Employee decides to participate in the City's health coverage, the 4% non-matching City contribution shall be reduced to 2%. To the extent permitted by applicable plan documents, City contributions shall be made biweekly on the City's regular payroll schedule. The City will provide ~~term~~ life insurance for Employee in an amount

equal to one year's gross salary at the time of death, **or \$500,000, whichever is higher, in accordance with the City's Personnel Resolution and all applicable policy terms and amendments.**

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

CITY OF HIGH POINT

Jay Wagner, Mayor

EMPLOYEE

Tasha Logan Ford

Approved by the High Point City Council on

The ____ day of _____, 2022.

CITY OF HIGH POINT

AGENDA ITEM



Title: Checkpoint Firewall License/Support - City of High Point

From: Adam Ward, Assistant Director, Information
Technology Services

Meeting Date: August 1, 2022

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: SHI Inc Quote

PURPOSE:

The City must renew software licensing and support for its Next Generation and Quantum series firewalls from Checkpoint.

BACKGROUND:

Information Technology Services is recommending renewal of licensing and support for its Checkpoint firewalls. The City uses Checkpoint firewalls at the edge of its network to protect information systems and other assets from cyber-attack (i.e. ransomware, vulnerability exploitation) and sensitive data disclosure (PCI, HIPPA, and CJIS data types). At current, the City utilizes both Next Generation and Quantum series firewalls. Information Technologies Services is in the process of migrating between the series of firewalls and the migration is anticipated to be complete within the current fiscal year.

BUDGET IMPACT:

The City of High Point will use existing funds in the FY 2022-23 budget to acquire Checkpoint licensing and support via SHI, Inc. The purchase will occur under the Charlotte Technology Products and Related Services purchasing contract (Agreement # 2020000547). The total amount of the purchase is \$204,152.56.

RECOMMENDATION / ACTION REQUESTED:

The Department of Information Technology Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

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:



Pricing Proposal
Quotation #: 22162079
Created On: 6/16/2022
Valid Until: 7/15/2022

NC-City of High Point

Scott White

211 S Hamilton St
Room 103
High Point, NC 27260
UNITED STATES
Phone: (336) 883-3392
Fax:
Email: scott.white@highpointnc.gov

Inside Sales Account Manager

Nirav Patel

290 Davidson Avenue
Somerset, NJ 08873
United States
Phone: 888-744-4084
Fax: 888-896-8860
Email: Nirav_Patel@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CHECK POINT ENTERPRISE SUPPORT SLIC SUPP PRICING VARIES Check Point Software - Part#: CPES-SS-PREMIUM Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 8/1/2022 – 7/31/2023 Note: UC# 5313969, 8337279 & 8101363	1	\$104,020.58	\$104,020.58
2	ENTERPRISE BASED PROTECTION LICS NGTP Check Point Software - Part#: CPEBP-NGTP Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 8/1/2022 – 7/31/2023 Note: UC# 5313969, 8337279 & 8101363	1	\$87,538.46	\$87,538.46
3	1YR COMPLIANCE BLADE MANAGING LICS UP TO 25 GATEWAYS Check Point Software - Part#: CPSB-COMP-25-1Y Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 8/1/2022 – 7/31/2023 Note: UC# 5313969, 8337279 & 8101363	1	\$9,073.72	\$9,073.72
4	SMARTEVENT & SMARTREPORTER LICS FOR 10GATEWAYS Check Point Software - Part#: CPSB-EVS-10-1Y Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 8/1/2022 – 7/31/2023 Note: UC# 5313969, 8337279 & 8101363	1	\$3,519.80	\$3,519.80
			Total	\$204,152.56

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will

need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF HIGH POINT

AGENDA ITEM



Title: John Deere Tractor

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendations
Vendor Quote

Meeting Date: August 1, 2022

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Streets Maintenance Division is currently using a 2011 John Deere 6230 Tractor with side and rear flail mower attachments. The tractor has over 6,000 hours and is in need of replacement due to escalating repair costs. Using the NC State Contract# PG 2Y CG 22 a 2021 John Deere 5090M Utility Tractor with side rear flail mower attachments are being recommended for council approval.

BACKGROUND:

The Streets Maintenance Division is currently using a 2011 John Deere 6230 Tractor with over 6,000 hours. The tractor has reached the end of its useful life due to condition and escalating repair costs. Deere & Company has the John Deere 5090M Utility Tractor with side and rear flail mower attachments that will continue to meet their needs. The price of \$109,673.34 is for the tractor, side flail mower attachment, rear flail mower attachment, operator training, extended warranty, and delivery. The tractor is a stock unit and available for immediate delivery.

BUDGET IMPACT:

Funds are available in the 2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one (1) John Deere 5090M tractor from Deere & Company. Recommendation also includes declaring the old tractor and mowing accessories as surplus and disposing through the online auction process.





**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:

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Nicholas Wood

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203

Tel: 336-625-2212

Fax: 336-625-0738

Email: nick.wood@jamesriverequipment.com

☐ Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513

☐ Signature

☐ Shipping address

☐ Billing address

☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

Quote Id: 27074468

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203
336-625-2212
bkearns@jamesriverequipment.com

Prepared For:
City Of High Point



Proposal For:
City Of High Point

Delivering Dealer:

Nicholas Wood

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203

bkearns@jamesriverequipment.com

Quote Prepared By:

Nicholas Wood
nick.wood@jamesriverequipment.com



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203
336-625-2212
bkearns@jamesriverequipment.com

Quote Summary**Prepared For:**

City Of High Point
NC

Delivering Dealer:**James River Equipment**

Nicholas Wood
2421 Us Hwy 64 East
Asheboro, NC 27203
Phone: 336-625-2212
nick.wood@jamesriverequipment.com

Quote ID: 27074468
Created On: 14 July 2022
Last Modified On: 18 July 2022
Expiration Date: 14 August 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2021 JOHN DEERE 5090M Utility Tractor - 1LV5090MTNM403169	\$ 81,091.00	\$ 60,007.34 X	1 =	\$ 60,007.34
PowerGard Protection Plan		\$ 4,973.00 X	1 =	\$ 4,973.00
Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22)				
Price Effective Date:				
Sub Total				\$ 64,980.34

DIAMOND MOWERS Diamond 60" Side Mount Flail Mower	\$ 29,435.00	\$ 29,435.00 X	1 =	\$ 29,435.00
Contract:				
Price Effective Date:				

DIAMOND MOWERS Diamond 102" Rear Offset Flail Mower	\$ 15,258.00	\$ 15,258.00 X	1 =	\$ 15,258.00
Contract:				
Price Effective Date:				

Equipment Total	\$ 109,673.34
------------------------	----------------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 109,673.34

Trade In

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203
336-625-2212
bkearns@jamesriverequipment.com

SubTotal	\$ 109,673.34
Est. Service	\$ 348.11
Agreement Tax	
Total	\$ 109,673.34
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 109,673.34

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 27074468

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203
336-625-2212
bkearns@jamesriverequipment.com

2021 JOHN DEERE 5090M Utility Tractor - 1LV5090MTNM403169

Hours: 0

Suggested List *

Stock Number: 62001203

\$ 81,091.00

Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG
22)

Selling Price *

\$ 60,007.34

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
252CLV	2021 JOHN DEERE 5090M MY18 NA	1	\$ 64,481.00	26.00	\$ 16,765.06	\$ 47,715.94	\$ 47,715.94
Standard Options - Per Unit							
0202	UNITED STATES	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	5M ENGLISH OM	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1380	16F/16R PR W/O CREEP	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2055	STANDARD CAB NA MY18	1	\$ 12,736.00	26.00	\$ 3,311.36	\$ 9,424.64	\$ 9,424.64
2120	AIR SEAT MY18	1	\$ 919.00	26.00	\$ 238.94	\$ 680.06	\$ 680.06
2410	INSTRUCTIONAL SEAT	1	\$ 605.00	26.00	\$ 157.30	\$ 447.70	\$ 447.70
2500	LESS REAR VIEW MIRRORS	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	CORNER POST EXHAUST, CAB	1	\$ 653.00	26.00	\$ 169.78	\$ 483.22	\$ 483.22
3325	SCV DUAL REAR	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	DUAL MID SCV	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	REAR PTO 2 SPEED	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	ELECTRICAL HITCH	1	\$ 514.00	26.00	\$ 133.64	\$ 380.36	\$ 380.36
4110	TELESCOPING DRAFT LINKS	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH ONLY ADJ LIFT LINKS	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	MECHANICAL CENTER LINK	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH AND RH STABILIZER BAR	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5191	18.4R34 R1 RADIAL	1	\$ 214.00	26.00	\$ 55.64	\$ 158.36	\$ 158.36
5999	NO REAR TIRE BRND PREFERENCE	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	FRONT AXLE MFWD	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 27074468

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203
336-625-2212
bkearns@jamesriverequipment.com

6120	14.9R24 MICHELIN	1	\$ 806.00	26.00	\$ 209.56	\$ 596.44	\$ 596.44
6799	NO FRNT TIRE BRND PREFERENCE	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
8300	5M COLD WEATHER PKG	1	\$ 96.00	26.00	\$ 24.96	\$ 71.04	\$ 71.04
8386	PTO REMOTE CONTRL, FENDERS	1	\$ 67.00	26.00	\$ 17.42	\$ 49.58	\$ 49.58
Standard Options Total			\$ 16,610.00		\$ 4,318.60	\$ 12,291.40	\$ 12,291.40
Value Added Services							
	PowerGard Protection Plan	1	\$ 4,973.00			\$ 4,973.00	\$ 4,973.00
Value Added Services Total			\$ 4,973.00			\$ 4,973.00	\$ 4,973.00
Total Selling Price			\$ 81,091.00		\$ 21,083.66	\$ 60,007.34	\$ 64,980.34

DIAMOND MOWERS Diamond 60" Side Mount Flail Mower

Equipment Notes:
Hours: 0

Stock Number:
Contract:
Price Effective Date:
Suggested List *

\$ 29,435.00

Selling Price *

\$ 29,435.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
DSF060 - C	Diamond 60" Side Mount Flail Mower	1	\$ 25,435.00	0.00	\$ 0.00	\$ 25,435.00	\$ 25,435.00
Standard Options - Per Unit							
Instal I	Dealer Install Side Mount and Rear Flail Mower	1	\$ 4,000.00	0.00	\$ 0.00	\$ 4,000.00	\$ 4,000.00
Standard Options Total			\$ 4,000.00		\$ 0.00	\$ 4,000.00	\$ 4,000.00
Total Selling Price			\$ 29,435.00		\$ 0.00	\$ 29,435.00	\$ 29,435.00

DIAMOND MOWERS Diamond 102" Rear Offset Flail Mower



JOHN DEERE

Selling Equipment

Quote Id: 27074468

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

James River Equipment
2421 Us Hwy 64 East
Asheboro, NC 27203

336-625-2212

bkearns@jamesriverequipment.com

Equipment Notes:

Hours: 0

Stock Number:

Contract:

Price Effective Date:

Suggested List *

\$ 15,258.00

Selling Price *

\$ 15,258.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
DRF102 - OF	Diamond 102" Rear Offset Flail Mower	1	\$ 15,258.00	0.00	\$ 0.00	\$ 15,258.00	\$ 15,258.00
Total Selling Price			\$ 15,258.00		\$ 0.00	\$ 15,258.00	\$ 15,258.00



Extended Warranty Proposal

PowerGard™ Protection Plan

TRACTORS

Date : July 18, 2022

Machine/Use Information

Plan Description

Price

Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 250
Equipment Type	TRACTORS	Coverage:	Comprehensive	Quoted Price	\$ 4,973.00
Model	5090M	Total Months:	60		
Country	US	Total Hours:	5000	Date Quoted	July 18, 2022
MFWD/Tracks	N				

Scraper Use

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 95 days or 100 hours of ownership for new Gator Utility Vehicles and Golf and Turf equipment during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months or unlimited hours for Golf and Turf products. Most Gator Utility Vehicles have a John Deere basic warranty of 12 months or 1000 hours. Limited Plan coverage = Engine and Powertrain only. Comprehensive Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the PowerGard Protection☐ I DECLINE the PowerGard Protection

Customer Signature

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

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

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour 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 Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection 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 or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour 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.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.

RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN

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

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

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

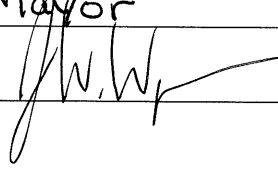
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point, that the Local Water Supply Plan entitled, LWSP-PWSID: 02-41-020 dated Calendar Year 2021 is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

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

This the 1st day of August 2022.

Name: Jay W. Wagner

Title: Mayor

Signature: 

Attest:

Mary S Brooks
Mary Brooks, Interim City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Consideration of Funding for Outside Non-Profit Agencies

From: Eric Olmedo, Assistant City Manager

Meeting Date: August 1, 2022

Public Hearing: NA

Advertising Date /
Advertised By: NA

Attachments: Funding Requests

PURPOSE:

The Finance Committee is responsible for reviewing outside agency funding requests to make recommendations to the Council regarding annual funding levels.

BACKGROUND:

Outside non-profit agencies submitted requests in the amount of \$980,863. The Finance Committee has not finalized amounts for all applicants. The historic policy has been to allocate 1/3 of one penny of the tax rate to be distributed to the agencies, which is equal to \$425,160.

BUDGET IMPACT:

\$425,160 was appropriated in the recently approved budget, pending final funding decisions.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to finalize recommendation for funding the outside agency requests.

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

A motion was made by ____ **Council Member Victor Jones** ____ and seconded by
_ **Council Member Tyrone Johnson** _ for adoption of the following resolution, and
upon being put to a vote was duly adopted.

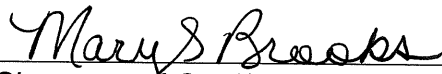
WHEREAS, the **City of High Point** has requested the North Carolina Department of
Transportation to assist in the funding of transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** of the cost of the above described
project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to
enter into a contract with the Department of Transportation and execute all agreements
and contracts with the North Carolina Department of Transportation, Public
Transportation Division.

.....

I, _Mary S. Brooks_, **Interim City Clerk**, do hereby certify that the above is a true and
correct copy of an excerpt for the minutes of a meeting of the **City of High Point** duly
held on the _1st_ day of **August 2022**.



Signature of Certifying Official



CITY OF HIGH POINT

AGENDA ITEM



Contract Award 2022-003 Foxwoode Meadows Subdivision Connector

From: Trevor Spencer, Engineering Services

Meeting Date: August 1, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By:

Attachments: Site Map

PURPOSE:

The Engineering Services Department recommends City Council to approve Contract 2022-003 for construction of the Foxwoode Meadows Subdivision Connector to P&S Grading, LLC. The project will construct a roadway connection between the Foxwoode Meadows and Williams Grove Subdivisions to mitigate a public safety concern during flooding events that restrict access to homes in Foxwoode Meadows.

BACKGROUND:

The intent of this project is to provide a roadway connection between Foxwoode Meadows and Williams Grove Subdivisions as a second point of ingress/egress for Foxwoode Meadows residents that currently have restricted access to their homes during flooding events. Foxwoode Meadows currently has a single point of access, which is located at the intersection of Rivermeade Drive and Eastchester Drive. When flooding overtops a portion of Rivermeade Drive, several residents are restricted from accessing their homes or exiting the subdivision until the flooding subsides. The portion of Rivermeade Drive that experiences flooding during severe rain events is located within a designated FEMA floodplain. While there are no feasible alternatives to eliminate the flooding potential along Rivermeade Drive, a second point of access for the subdivision will address the public safety concern.

The Engineering Services Department designed a roadway connection between Foxwoode Meadows and Williams Grove Subdivisions through the properties located at 1928 Greenstone Place and 3538 Running Cedar Trace. Both homes at these addresses have been purchased by the City and recently demolished in preparation of the construction project. On July 13, 2022 the City received bids for contract ENG-2022-003 from the following responsive bidders:

P&S Grading, LLC	\$452,863.00
Triangle Grading, Inc	\$583,690.00
Atlantic Contracting Co., Inc	\$474,790.00

The contractor can begin work upon issuance of the Notice to Proceed and will have 120 days to complete the work.

BUDGET IMPACT:

Funding is available in the FY 2022-2023 budget.

RECOMMENDATION / ACTION REQUESTED:

The Engineering Services Department recommends 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 P&S Grading, LLC in the amount of \$452,863.00.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: ENGINEERING SERVICES

COUNCIL AGENDA DATE: August 1, 2022

BID NO. 01-071322 CONTRACT NO.: ENG2022-003 DATE OPENED: July 13, 2022

DESCRIPTION:

Foxwoode Meadows Subdivision Connector 2022-0023

PURPOSE:

The Engineering Services Department recommends approval of contract 2022-003 for the Foxwoode Meadows Subdivision Connector. This includes mobilization, clearing, grading, installing water main, curb and gutter, paving and striping the new road.

COMMENTS:

We received three responsive bidders:
P&S Grading \$452,863.00
Atlantic Contracting Co. Inc. \$474,790.00
Triangle Grading and Paving \$583,690.00

RECOMMEND AWARD TO: P&S GRADING, LLC AMOUNT: \$452,863.00

JUSTIFICATION:

Lowest responsive bidder is P&S Grading \$452,863.00. Project will provide second point of access to Foxwoode Meadows Subdivision, which will address public safety concerns for restricted access during flooding events.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	BUDGETED AMOUNT
671732	533701	671221023605	40202	\$452,863.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:: DATE:

The Purchasing Division concurs with recommendation submitted by the ENGINEERING SVC DEPT and recommends award to the lowest responsible, responsive bidder P&S Grading, LLC in the amount of \$452,863.00

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

SITE MAP - FOXWOODE MEADOWS SUBDIVISION CONNECTOR

