



City of High Point

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

Meeting Agenda

City Council

Cyril Jefferson, Mayor
Michael Holmes, Mayor Pro Tempore (Ward 6),
Britt W. Moore (At Large), Amanda Cook (At Large), Vickie M.
McKiver (Ward 1), Tyrone Johnson (Ward 2), Monica L. Peters
(Ward 3), Dr. Patrick Harman (Ward 4), and Tim Andrew (Ward 5)

Monday, August 5, 2024

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

PUBLIC COMMENT PERIOD

[2024-314](#)

Public Comment Period

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards, and presentations. Our policy states persons may speak on any item not on the agenda.

* Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.

* Persons addressing City Council are asked to limit their comments to 3 minutes.

* Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.

* If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

Thanks to everyone in the audience for respecting the meeting by refraining from speaking from the audience, applauding speakers, or other actions that distract the meeting.

CONSENT AGENDA ITEMS

C-1. [2024-300](#)

Consideration of a Contract with SCS Engineering

City Council is requested to consider a contract with SCS Engineering in the amount of \$93,628.00 for a Solid Waste Feasibility Study and authorize the appropriate City Official(s) to execute all necessary

documents. (Recommended by Finance Committee.)

Attachments: [Contract - SCS Engineering](#)

- C-2.** [2024-301](#) Consideration of a Sole Source Purchase from FIALab Instruments, Inc. City Council is requested to consider FIALab Instruments, Inc. as Sole Source vendor to purchase a flow injection nutrient analyzer with parts in the amount of \$67,215. (Recommended by Finance Committee.)
Attachments: [Sole Source Purchase - FIALab Instruments, Inc.](#)
- C-3.** [2024-303](#) Consideration of a Sole Source Contract with GEA Mechanical Equipment US, Inc.
City Council is requested to consider GEA Mechanical Equipment US, Inc. as a Sole Source vendor for a 3-year Contract in the amount of \$249,375 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)
Attachments: [Sole Source Contract - GEA Mechanical Equipment US, Inc.](#)
- C-4.** [2024-305](#) Consideration of a Memorandum of Understanding for a Feasibility Study
City Council is requested to consider a Memorandum of Understanding for Piedmont Triad Regional Water Authority (PTRWA) to conduct a feasibility study of the City of Asheboro joining the PTRWA and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee.)
Attachments: [PTRWA Feasibility Memorandum of Understanding](#)
- C-5.** [2024-307](#) Consideration of a Contract with the North Carolina League of Municipalities
City Council is requested to consider a contract with the North Carolina League of Municipalities in the amount of \$102,104 for Workers' Compensation Services from September 1, 2024 to August 31, 2027 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)
Attachments: [NCLM Contract - Workers' Compensation](#)
- C-6.** [2024-308](#) Consideration of a Purchase from Wesco, Inc.
City Council is requested to consider a purchase from Wesco, Inc. in the amount of \$3,178,681.54 for two upcoming streetscape projects for Washington Street and the downtown Showroom District. (Recommended by Finance Committee.)
Attachments: [Purchase - Wesco, Inc.](#)
- C-7.** [2024-309](#) Consideration of a Contract with SHI, Inc.
City Council is requested to consider a contact with SHI, Inc. in the amount of \$135,209.46 for the renewal of licensing for Checkpoint firewall appliances and that the appropriate City Official(s) be authorized to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Contract - SHI, Inc.](#)

- C-8.** [2024-310](#) Consideration of a Purchase from Capital Chevrolet
City Council is requested to consider a purchase of two Chevrolet 2500 trucks from Capital Chevrolet in the amount of \$97,483.12 and declare the current trucks as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Attachments: [Purchase - Capital Chevrolet](#)

- C-9.** [2024-311](#) Consideration of a Purchase from Rodders and Jets Supply
City Council is requested to consider a purchase of two Freightliner 114SD chassis with Vacall AJV 1015 bodies from Rodders and Jets Supply in the amount of \$1,156,081 and declare the old units as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Attachments: [Purchase - Rodders and Jets Supply](#)

- C-10.** [2024-312](#) Consideration of a Purchase from Carolina Environmental Systems, Inc.
City Council is requested to consider a purchase of a new 2025 Battle Motors LET2 cab/chassis with Heil Dura Pack 40 cubic yard body from Carolina Environmental Systems, Inc in the amount of \$396,986.00 and declare the current truck as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

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

- C-11.** [2024-313](#) Consideration of a Purchase from Capital Chevrolet
City Council is requested to consider a purchase of three Chevrolet 2500 chassis with utility bodies from Capital Chevrolet in the amount of \$182,671.05 and declare the current trucks as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Attachments: [Purchase - Capital Chevrolet](#)

GENERAL BUSINESS AGENDA

- G-1.** [2024-315](#) Consideration of Reappointments to the Parks and Recreation Commission
City Council is requested to confirm the reappointments of Lauren Britton, Jennifer Mays, Nathan Morelli, and Derek Pegram to the Parks and Recreation Commission with all terms effective immediately and expiring July 1, 2027.

Attachments: [Reappointments to the Parks and Recreation Commission](#)

- G-2.** [2024-319](#) Consideration of Reappointments to the Library Board of Trustees
City Council is requested to confirm the reappointment of Forrest Littleton; term effective immediately and expiring on October 31, 2025 and reappointments of Dorotea Evans and Donna Kaiser with terms effective

immediately and expiring on October 31, 2026.

Attachments: [Reappointments to the Library Board of Trustees](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-314

File ID: 2024-314

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2024

File Name:

Final Action:

Title: Public Comment Period

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Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:



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Master

File Number: 2024-300

File ID: 2024-300

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/24/2024

File Name:

Final Action:

Title: Consideration of a Contract with SCS Engineering
City Council is requested to consider a contract with SCS Engineering in the amount of \$93,628.00 for a Solid Waste Feasibility Study and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - SCS Engineering

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Solid Waste Feasibility Study	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: April 24, 2024
ATTACHMENTS: SCS Engineering Proposal	

PURPOSE: A Request for Proposal (RFP) was advertised for a Solid Waste Feasibility Study to assess the operations and finances of the Landfill, Material Recovery Facility (MRF), Ingleside Compost Facility (ICF), and Environmental Services collections. This study will evaluate short, mid, and long-term feasibility, regarding rates, staffing, equipment and permitting.

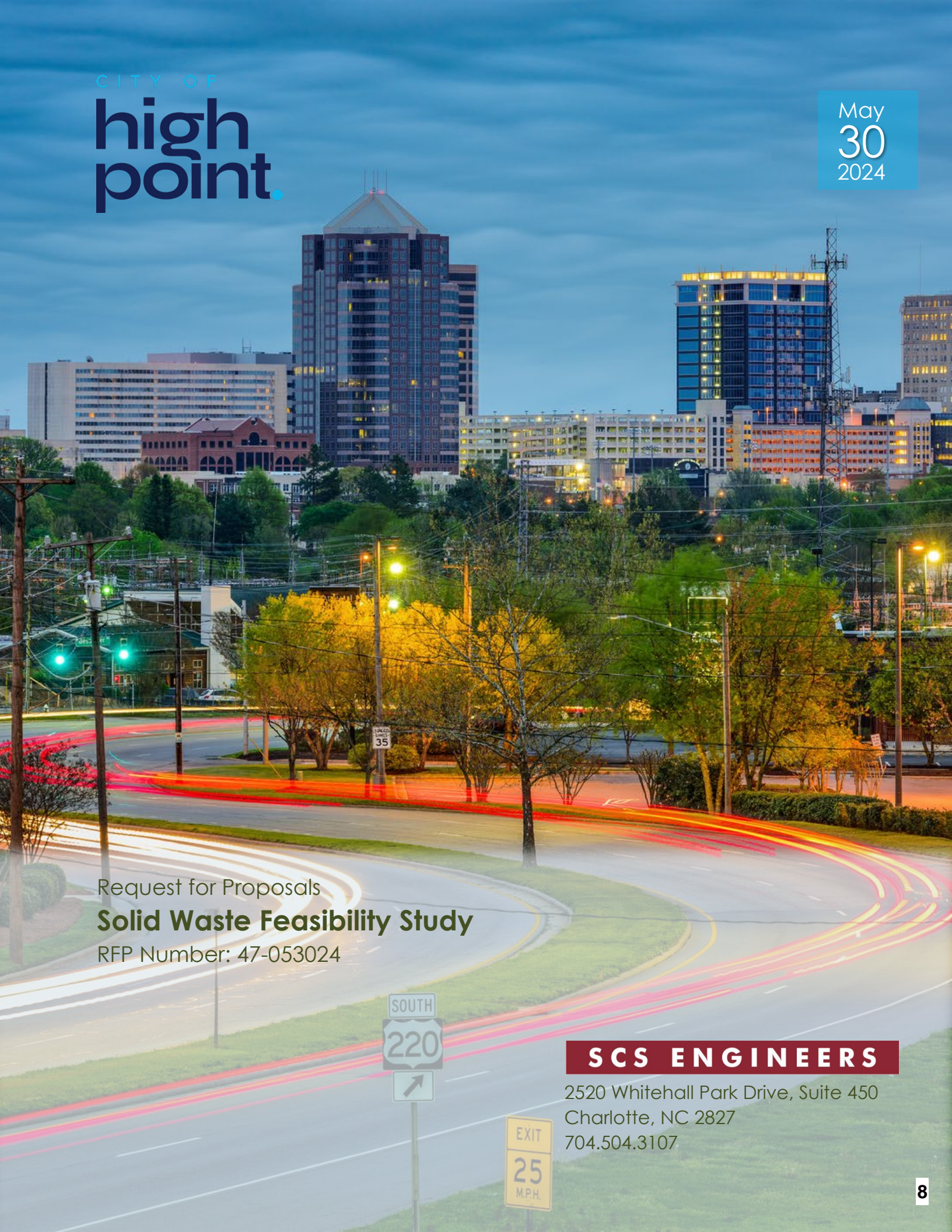
BACKGROUND: An RFP was advertised for a Solid Waste Feasibility Study on April 24, 2024, and the city received 4 proposals on May 30, 2024. The evaluation team selected two firms for presentations and interviews, which occurred on July 18, 2024.

Staff selected SCS Engineering to provide the Solid Waste Feasibility Study. This study is anticipated to take eight months.

BUDGET IMPACT: Funding is available in the FY 2024-2025 budget Solid Waste Capital Projects.

RECOMMENDATION/ACTION REQUESTED: The Public 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 SCS Engineering in the amount of \$93,628.00.





Request for Proposals
Solid Waste Feasibility Study
RFP Number: 47-053024

SCS ENGINEERS

2520 Whitehall Park Drive, Suite 450
Charlotte, NC 2827
704.504.3107

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Section

Letter of Transmittal and Executive Summary



1.0 LETTER OF TRANSMITTAL AND EXECUTIVE SUMMARY

High Point prioritizes the operation of a sustainable solid waste management system. With increasing attention on solid waste impacts on the environment, public health, and equity, the City is in a unique position to enhance its current solid waste system into the future. To be successful in this endeavor, the City needs the support of its residents and stakeholders.

THE COMPANY

SCS one of the oldest and largest employee-owned solid waste and environmental services firms in the United States. **Founded 54 years ago**, on Earth Day in 1970, SCS specializes in providing comprehensive solid waste services for local government and private industry clients.

Our firm, Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers is an S-Corporation. We are financially strong and committed to our financial health, because we know that our success ultimately depends on your confidence in us. Our capital structure and liquidity are sound, our employee ownership (ESOP) model provides for sustainability, and our internal controls and business standards are designed to service our clients.

Our corporate headquarters and the Charlotte office, which will lead the work and be the local contact for this project, are listed below:

Corporate Office 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806
Phone: 800-326-9544

Local Office 2520 Whitehall Park Drive, Suite 450, Charlotte, NC 28273
Phone: (704) 504-3107

Our website, www.scsengineers.com, has a complete listing of offices.

THE PEOPLE

Our staff of **over 1,200 consultants** includes economists, **solid waste experts**, **rate and financial experts**, engineers, scientists, **operations experts**, and field staff. Our experts are leaders of industry, creating/participating in workshops and conferences, technical papers, research, and national and state-level legislative and rule-making processes.

I (Vita Quinn) am your **Project Manager**. I recently served on the **Board of Directors for the Solid Waste Association of North America (SWANA)**, am SCS' **National Expert on Rate Studies**, and lead our Management Services practice. I will lead all of the work on this project and remain committed as Project Manager throughout the project duration.

Stacey Demers will lead the analysis of programs, user characteristics, operations, and capital needs. She recently completed a three-year term as the **Director of the Sustainable Solid Waste Technical Division for SWANA** and performs detailed research and planning, program analysis, and benchmarking studies for cities across the country.

Stacey and I will receive support from team members in this proposal and, as required, can leverage **hundreds of other consultants available** for various aspects of this work.

OUR UNIQUE APPROACH AND INTERACTIVE PROCESS

Operating public utilities is an ongoing challenge that extends beyond financial viability, and you recognize the need for an objective evaluation of your rates, policies, and programs. Our **proposed scope of services** includes an analysis of the City's current and projected long-term financial health; a review of ordinances, policies, goals, and objectives related to waste management; a review of existing programs and operations and future services and funding needs; a benchmarking comparison of the City's current and proposed collections rates to comparable nearby entities, public engagement and stakeholder outreach; a review of your fee structures; a written Solid Waste Master Plan including fee recommendations and policy/ordinance revision recommendations; and public presentations of the results of the study.

Throughout the project process, **we seek your feedback**. This provides information that enables us to proceed with our analysis, prioritizing the things that matter most to you.



The process and development of the plan must reflect the values of the City, residents, and stakeholder groups. We can accomplish this by engaging stakeholders during the planning and roll-out of the new Solid Waste Master Plan. You need a sustainable solid waste program that serves residents, businesses owners, and other stakeholder groups for decades to come. We will help you with the roadmap to achieve that vision. The SCS Team is excited to partner with the City navigate the road ahead.

Our goal is to combine our expertise, financial models, and communication processes in a way that keeps you involved and informed, is efficient and cost-effective, and gets the results you require.

Vita Quinn and Stacey Demers are authorized to enter into and negotiate contracts with the City as required. If you have questions concerning any aspect of this proposal, please contact me at 386-546-7719 or VQuinn@scsengineers.com.

Sincerely,

Vita Quinn, MBA
Director of Management Services
SCS Engineers

Stacey Demers
Vice President
SCS Engineers



Section 2

Organization and Staffing



2.0 ORGANIZATION AND STAFFING

YOUR PROJECT TEAM

The Project Team comprises two firms uniquely qualified to guide and develop a Solid Waste Master Plan that supports waste reduction and diversion and long-term planning for waste disposal. The Project Team includes SCS Engineers and EESI. Our Team brings the highest level of expertise to the City, resulting in value beyond standard planning services.

We combine experts from various specialties with the single goal of developing real solutions to advance the City's waste management system. We are excited to share our experience designing plans that include practical, achievable, and measurable sustainable material management (SMM) strategies to reduce waste and effectively manage the disposal needs of the community.

The SCS Team uses a collaborative approach to facilitate a shared vision amongst crucial stakeholders to help communities like High Point.



SCS ENGINEERS

SCS has completed more than 500 SMM projects, including:

- Projecting waste generation, recycling, and disposal quantities
- Identifying technically and financially viable diversion strategies
- Evaluating the capacity of facilities and regulations to manage waste solid waste systems
- Establishing incentives for municipalities to develop programs and facilities to reduce reliance on landfills
- Facilitating stakeholder meetings
- Preparing reports and presentations for the local community and state regulators

SCS completed more than 500 SMM plans, studies, surveys, assessments, audits and research projects.

Sustainable Materials Management Services

Plans and Studies	Comprehensive SMM/Solid Waste/Zero Waste Plans Strategic Plans Sustainability Plans Regulation Review and Recommendations Policy Development and Implementation	Program Planning Benchmarking of Services and Fees Diversion Analysis and Planning Waste Generation and Characterization Studies Feasibility Studies Greenhouse Gas Inventories
Financial and Economic Analysis	Rate Analysis Hauler Audits Cost of Service Studies Franchise Agreement Reviews Cost, Financial, and Economic Analysis Alternative Rate Structures and Fee Schedules	Evaluation of Public-Private Partnerships Development of RFQ/RFP/Bid Documents Procurement Assistance Grant funding applications and management Customer Billing and Service Reviews
Program Design and Implementation	Collection Assessments and Program Development Waste Assessments Business Technical Assistance Diversion Program Development Facility Feasibility Studies Implementation Schedules	Monitoring and Evaluation Diversion Assessments Program Effectiveness and Improvements Special Events and Public Venue Programs Construction & Demolition Debris Diversion Programs LEED Certification
Public Outreach and Education	Development of Public Education Programs Facilitation of Public Meetings Workshops and Seminars Public Opinion Surveys	Flyers, Posters, Newsletters, Social Media School Assemblies Contests, Promotions, Public Events



Economic Environmental
— SOLUTIONS —
EMPOWERING PEOPLE; PROTECTING THE PLANET

EESI is certified by the Women's Business Development Council as a female-owned firm. EESI offers various services to help communities achieve solid waste management and landfill diversion goals. These services include holistic strategic waste planning, regulatory review, SMM solutions, procurement, greenhouse gas modeling, and financial analysis.

Because EESI works throughout the United States and worldwide, our clients receive insight into emerging trends and best waste management and recovery practices. EESI works closely with our clients to harmonize these trends and techniques with the local community's goals and conditions. EESI then designs implementation plans and outreach materials that foster support for our recommendations amongst residents, businesses, solid waste staff, and government officials. EESI is located in Cincinnati, Ohio and you can contact Karen Luken at 513-476-4258.

OUR TEAM OF EXPERTS

Our team members, highlighted on the following pages, combine technical expertise and knowledge of the political environment with **the ability to meet your greatest challenges.**



KEY STAFF

The key staff for your project have worked together for clients seeking solid waste management proficiency and zero waste expertise. The key staff here are supported by dozens of planners, scientists, analysts and experts in GIS systems, anaerobic digestion technology, and composting. Resumes for key staff are provided in Attachment B.



Vita Quinn | Project Manager & Financial Specialist

Vita has 18 years of experience as a management consultant and financial analyst with public sector entities. She develops economic sustainability solutions for various general governments, enterprise funds, and quasi-governmental entities. Her expertise includes financial and fiscal impact analysis, rate and fee development, cost-benefit analysis, capital planning, impact fee development, and funding analysis for solid waste and recycling.

Vita developed a methodology for Atlanta, Georgia, to charge for solid waste and recycling collection and various special services such as street sweeping and dead animal collection. She worked with their

attorneys to update the Charter and ordinances and present the study results in public meetings. She supported updating Atlanta's rates, billing system, and operational processes to improve efficiency, accuracy, and ease of billing.



Stacey Tyler Demers, LEED® AP | Waste & Diversion Programs

Stacey has 30 years of experience in the environmental field, focusing on waste diversion programs and sustainability. She provides clients with technical and analytical skills to develop, evaluate and improve programs that reduce waste, increase recycling, and divert organics. As SCS's national expert in waste characterization, she has a substantial working knowledge of the types and quantities of materials in various waste streams and can customize zero waste strategies by material and generator type.

Stacey recently served as Project Director for two solid waste master plans in the past two years in Virginia: Prince William County and Arlington County. Like High Point, Arlington County wanted to create a roadmap for zero waste programs and policies. She also served as the Project Director for Prince George's County, Maryland, to assess and evaluate the County's waste diversion programs and practices and identify options for reducing waste and increasing waste diversion through reuse, recycling, and composting programs. This project included engaging with multiple stakeholders to identify gaps and recommend opportunities for progress toward zero waste goals.



Karen Luken, CEO | EESI | Education & Outreach

Karen uses her 30 years of experience with solid waste planning, waste collection and operations, regulations, financing, and public outreach to help cities, counties, states, and countries solve complex waste management challenges. Her facilitation training enables her to transform solid waste management recommendations into action items that government officials, staff, and the community endorse.

Karen has developed solid waste management strategies and optimized solid waste systems in 23 countries and four continents. She has directly observed the inequities of solid waste facility siting, services, and decision-making, especially in marginalized communities. Thus, proactively engaging all society members is a guiding principle in her solid waste management engagements.

She is the national solid waste chair for the American Public Works Association and recently worked with SCS to prepare a solid waste master plan for Yakima County, Washington. This plan included strategies to reduce and recover food waste and increase recycling at the county and municipal levels.



Michelle Leonard | Project Advisor

Michelle has 35 years of experience in environmental consulting and project management, emphasizing solid waste management planning and facilities. She assists public and private sector clients in preparing zero waste plans; designing and implementing waste reduction, recycling, and reuse programs; and evaluating existing programs to identify opportunities to reduce, reuse, and recycle solid waste.

She prepares feasibility assessments and permits for transfer stations, material recovery facilities (MRFs), and drop-off and buy-back centers. She has a strong working knowledge of solid waste management regulations and practices and has presented numerous successful projects to city, county, and state regulators.



Greg McCarron, PE | Organics Specialist

Greg has 35 years of progressively responsible experience in solid waste management, including composting, solid waste planning, recycling, transfer stations, waste composition studies, waste-to-energy systems, and landfill systems. His experience includes operations, project management, design, permitting, regulatory support, construction oversight, system start-up, economic analysis, and technology assessment.

Greg served as the project manager of an organics recovery feasibility study that considered the diversion of organics from residential, commercial, and institutional generators and included a technology review for the capture/collection and processing of organics. Tasks included siting, marketing, education, public outreach, and staff training.



Brent Dieleman, TRUE Advisor | Zero Waste Specialist

Brent has nearly 20 years of solid waste and recycling planning experience. He has worked with municipal clients throughout the United States to find solutions to overcome barriers and improve solid waste management programs. Brent has extensive experience working with communities on solid waste management plans, many of which strive to achieve zero waste. He is currently the Project Manager working with Arlington County, Virginia to develop and finalize their 20-year solid waste management plan, which is similar in scope and vision to the plan High Point requires. **Brent is a certified zero waste advisor through the Green Business Certification, Inc.**

In addition to solid waste planning, Brent has specialized expertise in collection program evaluation and improvement, solid waste and recycling characterization/audit services, drafting and updating solid waste/recycling policies and regulations, stakeholder engagement and consensus building, recycling technical assistance, resource development, data analysis, grant research and application submittal, and database management.



Statement of Work



3.0 STATEMENT OF WORK

We commend the City's inclusive scope of work for developing the Solid Waste Master Plan. Our approach includes blending the experience of national and international solid waste experts with the ability to tailor innovative diversion strategies to technical and financially viable local implementation plans.

The best Solid Waste Master Plan cannot be effective without a targeted, progressive communications and marketing plan. Professionals with the SCS Team work **with organizations contributing to genuine environmental improvement**. Helping municipalities plan for change in their solid waste system is our business. Below we explain our approach to meeting the City's Scope of Work.

PHASE 1: TASK 1 - PROJECT INITIATION

Goal

The goals of this task are to 1) further develop our relationship with the City team and other department personnel in the context of this project, 2) confirm the City's expectations of our performance, 3) outline the schedule and roles/responsibilities for each member of the Team, and 4) facilitate a Team kickoff meeting. The relationships developed and information acquired during this initial task will create a strong foundation for the system analysis and ultimately the City's next Plan.

Process

Upon award notice, we will arrange for one or two meetings with the City's project manager and other department personnel involved with this project. These meetings will confirm the City's timeline for completion of the Plan, availability of data and additional information relevant to the solid waste system, and approach for the planning process.

We will inquire about the schedule for Council meetings and lead times for presentation materials so we can identify key milestones/deadlines to align with their schedule and the Plan submission target date.

Building support for changes in the solid waste system requires incorporating viewpoints from various entities. Roles and responsibilities of the City-appointed Team and SCS Team will be summarized to facilitate cooperation and synergy as we work together. We will also use these meetings to identify the external individuals and organizations to include as key stakeholders and the best approach to engage them.

The SCS Team will create an agenda for the kickoff meeting and prepare and distribute a meeting summary to Team members.

PHASE 1: TASK 2 - SOLID WASTE SYSTEM ASSESSMENT

Goal

The goal of this task is to develop a detailed inventory of the City's solid waste management system that includes the following: 1) assess and analyze current City waste streams, 2) project future waste quantities and waste composition by sector, and 3) evaluate gaps in current solid waste services. The SCS Team will use the waste system mapping as a basis for engaging stakeholders and for future evaluation of alternatives and diversion strategies.

Process

The City manages a waste management system that provides collection of trash, yard waste, recycling, and bulky waste. Additionally, the City provides backdoor service to certain eligible households, delivers and maintains carts, collects waste from public trash containers, hosts outreach and education opportunities and litter reduction events, and manages roll off container rentals (red boxes). As a true sanitation fund, the City also performs certain common good services such as illegal dumping cleanups and code enforcement. The City also owns and operates a landfill and MRF that handle most of the City's waste. Yard waste is delivered to a composting facility.

As a first step in this strategic planning process, we will review documents provided by the City, including the most recent Solid Waste Master Plan (if available); existing contracts for solid waste services; previous solid waste studies, plans, and reports; and North Carolina laws, regulations and policies as well as annual reporting to the Department of Environmental Protection (DEQ) for the past three years.

Develop Localized Waste Stream Projections

Understanding the existing system is a critical first step in developing the Plan. SCS anticipates the following work efforts under this task:

- **Demographics** – Research, document, and summarize existing demographic information affecting the solid waste management system (e.g., population projection trends, housing density, residential & commercial growth trends, and urban concentrations).
- **Solid Waste Collection Areas and Facilities** – Obtain solid waste system maps (i.e., facilities and collection areas) and supplement this map by locating other governmental and privately owned/operated solid waste management facilities within the region. We will also attempt to obtain historical data by facility relevant to existing City waste and recyclable material flows to understand existing capacity limits, constraints, and opportunities for future growth in material management.
- **Waste Quantities and Flow** – Identify geographic sources of waste material generation, how they are collected, and where they are disposed or recovered. This will include residential, commercial, institutional, and recreational waste streams.

- **Management Structure and Resources** – Document current solid waste management organization, job descriptions, personnel, and interactions with other departments. The SCS Team will also inventory solid waste resources such as vehicles, waste collection containers, and other equipment used by the City for waste management activities.

Assess Solid Waste System Vulnerabilities

We understand that the current solid management system is funded through a combination of user fees and disposal charges at the landfill and MRF. However, changes in the solid waste system could impact City residents and businesses, both financially and operationally.

We will work collaboratively with the City to identify likely changes to the solid waste system over the next 20 years and quantify the impacts on residents and businesses in the City. These changes may involve outside market adjustments similar to the 2018 Chinese National Sword policies that limited markets for recyclable commodities, a full or partial closing of the City’s Kersey Valley Landfill in the future, or the compost facility closing. Changes could also be from waste diversion policies that limit disposal of large quantities of food scraps, require recycling infrastructure in commercial establishments and multi-family properties, or implementation of a statewide bottle bill.

Audit and Gap Analysis of City Policies, Plans, and Programs

To confirm there is adequate solid waste infrastructure available to manage the City’s solid waste for the next 20 years, it is imperative to forecast the amount and types of waste that will be annually generated, recovered, and disposed of. We will work with the High Point planning and development staff to ascertain population and employment changes throughout the 20-year planning period.

We will review any other City documents to assess potential gaps in solid waste services. Where gaps exist, we will further evaluate strategies that the City can implement to close the gap.

Presentation Materials

We will work with the City to identify the findings from the previous subtasks that warrant presentation to vested stakeholder groups and agency partners, the Council, and the greater community. We will tailor our presentation deliverables to reflect presentation time limits (if any) and the audience – some groups may be more interested in certain study aspects.

PHASE 1: TASK 3 - FUNDING/REVENUE MECHANISMS AND COSTS

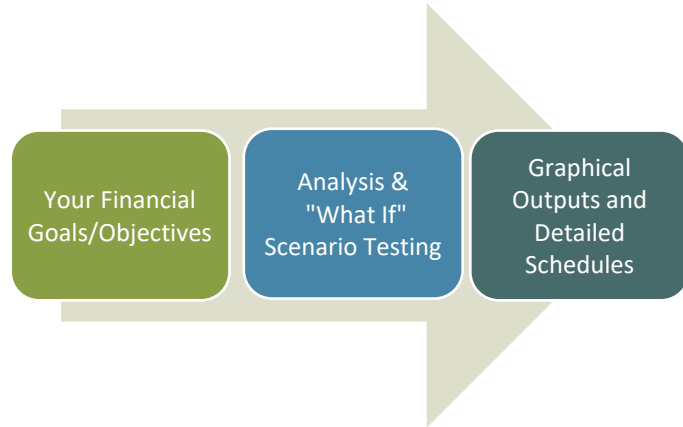
Goal

While it is important to know and plan for growth in your system and changes to your programs, you also need to know the costs associated with these existing and future programs and the methods to fund those costs. Funding/revenue mechanisms are important to a successful plan.

Process

SCS uses an interactive modeling approach that allows input from you as we develop **customized financial solutions**. We will perform a revenue sufficiency analysis to determine the long-term sustainability of your solid waste system revenues, including a 10-year **financial management plan and associated plan of rate adjustments**.

During meetings with your staff, we display the models and work with you to **test multiple “what if” scenarios** that consider your financial sensitivity to changes in various variables. For example, we can test the impact of changes to your vehicle program costs and timing, and the associated impact on operating expenses and staffing requirements.



For each scenario considered, we will identify the necessary revenue adjustments, including any borrowing that may be required, and the associated financial, fund balance, and customer impacts.

We will also evaluate capital funding alternatives, including cash funding, debt funding, grants, or any other financing alternatives the City is considering. The results are displayed in a simple, graphical format that allows for easy **comparison of scenarios**. Some of the steps in this process are detailed in the following sections.

Revenue Projection

We will examine a **multi-year history** of solid waste revenues, tonnage, monthly billing history, budgeted revenue to actual receipts, **financial trends**, and financial policies that affect the revenues of the utility. We will also consider **revenue optimization and revenue diversification strategies**.

To project revenue from customer charges, we evaluate historical billing data and revenues to estimate the anticipated growth in accounts and changes in usage/disposal that will affect the City’s rate revenues. We will also review the population growth and new housing unit projections market study above and determine how this will affect the number of **accounts, containers, and volume projections**.

Expense Projection

To project your revenue requirements, we review your historical budgeted and executed operating expenses, all planned capital improvements and associated funding sources, existing debt service and coverage ratios, available and recommended operating, capital, and debt service reserves, and any financial policies and reserve requirements dictated by policies of the City. We will also **consider your goals to address during the study**, such as cash reserve targets, operational changes, or hiring needs.

We will study near-term **changes in capital and labor costs** and how this will affect your expenses. Using cost escalators, we estimate your future expense increases and the nature of

any expenses that may be tied to a contract or are one-time/temporary. As we tailor our financial model to your utility, we identify any other **issues or questions affecting financial performance to discuss with you** during our first interactive meeting. Our model will utilize the above-mentioned data and assumptions to **create projections** of revenues, operating expenses, capital spending, and fund balances.

Capital Program Review

One of the largest expenditures driving the need for rate increases is the cost of capital outlay required to meet **current and future service needs and regulatory requirements**. In addition, there are significant renewal and replacement cost requirements to **preserve the reliability and useful life of your equipment** and other assets. The City must consistently fund vehicle replacements or incur increases in **repair and maintenance** costs. And implementing new programs often requires additional carts, routes/vehicles, or other capital expense.

We will perform a detailed review of your current capital program, including vehicle/equipment replacements and the **anticipated sources of funds** available to pay for these projects. This discussion of funding is important to reducing the impact of capital on rates. Recognizing this, we will:

- Review the level of your budgeted capital spending vs needed capital investment,
- Consider the priority of individual items within your capital plan,
- Review all restricted and unrestricted funds available for projects,
- Discuss timing of project expenditures, and
- Consider external funding sources, such as grants or loans, that may mitigate rate impacts.

In meetings with City staff, we will review the level of capital or types of projects the City historically cash funds from rate revenues. We will evaluate the pros and cons of alternative capital funding practices, and financial considerations associated with leveraging debt financing.

We will consider whether the City could optimize its use of cash and debt funding to maximize available cash reserves, improve the long-term stability of utility rates, and limit risk. Working with City staff, we will develop a **recommended capital spending and funding plan** for the identified capital and future capital needs.

Financial Management Plan

Based on our analysis and interactions with staff, we now have a **forecast of your system growth** and **anticipated revenues under your current rates**. We also have a **projection of operations and maintenance** expenses, **capital investment related to the master plan**, debt service payments, and the resulting fund balances in each year of the projection period. The final step is to review the scenarios the City may wish to consider for project timing and funding, policy changes, or sensitivity to changes in any of the assumptions used in the analysis and then **develop a long-term plan of rate adjustments** for each scenario. Working with you, we identify the scenario that best reflects your **anticipated and desired outcomes while minimizing rate impacts** to your customers. This plan will provide the revenue requirements used as the basis for updating the structure of your rates.

PHASE 2: TASK 4 - DIVERSION STRATEGY AND IMPLEMENTATION ROADMAP

Goal

This task aims to use the research, data, and analysis completed as part of the Phase 1: Task 2 Solid Waste System Assessment to develop diversion strategies and an implementation roadmap. We will organize strategies by waste-generating sector, strategy type, and scale to facilitate waste reduction on a Citywide level. The SCS Team will coordinate with the City's Team to develop strategies and the associated implementation roadmap, creating a valuable and actionable tool that changes how the City, citizens, and businesses think about waste.

Process

We will use the research, data, and analysis information gathered from the Phase 1, Task 2 as the framework for identifying diversion initiatives to be considered by the City. SCS will use a systematic approach to design each strategy, and each will address the target waste generator and waste types, as well as the public outreach, technical, infrastructure, financial, and regulatory requirements to implement each strategy. Potential strategies might include expanding the City's waste reduction program, evaluating the viability of composting food waste, considering a mandatory recycling policy, and converting certain waste streams into energy.

The City may want to consider many policies, programs, and infrastructure improvements as part of the SWMP. The important aspect of this work is to define the activities the City will adopt to achieve its goals and integrate with existing systems that are currently working well. The framework will provide the basis for identifying, evaluating, and formulating the specific actions the City will want to undertake during the planning period.

Identify Draft Diversion Strategies

The SCS Team will draw on our national and international experience and expertise with waste reduction, notably our recent work developing waste diversion strategies for Buncombe County, NC and the Arlington County Zero Waste Plan, and create a prioritized list of potential strategies for consideration by the City. In identifying these strategies, we will prioritize alignment with existing City policies and plans. We will organize this initial strategy list by planning sector, type (i.e., program or policy), and potential to scale on a neighborhood and Citywide level. It may be necessary to align the draft strategies to target specific industries, business types, and regions/areas in the City as appropriate. Additionally, policy-based strategies will include barriers to implementation (if any) and how to mitigate these obstacles.

Diversion strategies will cover programs and policies aimed at:

- 1) Residents and businesses and
- 2) City facilities.

It is important for the City “walk the walk” when promoting waste reduction and diversion goals to the public. Waste reduction strategies employed at City facilities will be visible to the public and reflect well on City operations.

Planning Meeting

SCS prioritizes dialogue and discussion with the City as it is critical to developing a plan that serves the City well for the foreseeable future. For this subtask, SCS will facilitate an initial City meeting to present each draft strategy and obtain feedback. Specifically, we will design this meeting to foster discussion on the following:

- Scope and implementation requirements of each strategy
- Strategies that should be removed, added, or refined for continued analysis
- Identification of criteria for prioritizing each strategy

We anticipate providing the memorandum to the City before the meeting to facilitate a productive call.

Assess and Prioritize Diversion Strategies

We will use our expertise and the planning meeting feedback to further analyze and prioritize each diversion strategy. Criteria will be discussed and selected during the planning meeting. Example evaluation criteria might include:

- Waste diversion impact
- Greenhouse gas impacts
- Estimated costs
- Required resources
- Implementation obstacles
- Timeline
- Equity considerations

Selected criteria will be weighted to compare each strategy and prioritize each opportunity for achieving diversion.

Develop Draft Implementation Roadmap

Building upon the diversion strategy analysis, we will prepare an implementation roadmap. The roadmap will include a timeline to implement each strategy over the specified planning period. We typically recommend early implementation for strategies that have a significant impact on waste reduction and diversion. We anticipate long-term strategies will require time to develop and mature to achieve the high-level diversion needed to reach diversion. In addition to the timeline, the roadmap will include additional information on stakeholders impacted, required partners, and suggested resources for each strategy to be successful. Strategies requiring action by the City will consist of further analysis of the necessary organizational resources.

SCS believes it is vital for the roadmap to provide quantitative estimates of the diversion potential of each strategy. We will use these estimates to confirm the totality of the methods recommended for the City to optimize using waste as a resource. SCS will complete this exercise by estimating the quantity of disposed solid waste each strategy could recover when operating at full capacity. Critical to this exercise is having the City's current waste diversion rate so that the diversion impacts of each strategy may cumulate to increase the recovery rate.

Finalize Implementation Roadmap

The SCS Team will incorporate the feedback from the planning meeting into the diversion implementation roadmap developed. We will seek additional clarification and direction as needed to finalize the roadmap for incorporation into the City's new 20-year SWMP.

PHASE 2: TASK 5 - DEVELOPMENT AND SUBMISSION OF SOLID WASTE MASTER PLAN

Goal

The goal of this Task is to 1) develop a draft and final Solid Waste Master Plan (Plan), 2) recommend updates and changes to High Point code to align with diversion strategies, 3) support presenting the Plan to the public, and 4) submit finalized Plan to the City.

Process

We will use the deliverables of the prior tasks to prepare a 20-Year Solid Waste Master Plan. While long-term planning is appropriate for implementing diversion strategies, the SCS Team will supplement the long-term plan with short- and medium-term milestones, benchmarking, key performance indicators, and plan reviews.

Subtask 4.1 – Develop Draft Solid Waste Master Plan

Based on research conducted by 3M®, people process visuals 60,000 times faster than text, and 65% of people are visual learners, according to the Social Science Network. It is hard to get people to read reports that are not visually engaging; we are now having to compete for their attention!

Therefore, we recommend the development of a concise and aesthetically pleasing summary of the planning efforts for the "public-facing" Solid Waste Master Plan. We will work with the City to determine the appropriate level of detail (anticipated to be very high-level summaries) to include in the public-facing Plan. The SCS Team will use Adobe InDesign and Illustrator, or similar program(s), to develop the easy-to-read plan summary.

We have found that having such a document available allows the general public and elected officials to better understand the current system and its future goals without needing an in-depth technical review. We also recommend making final technical memoranda developed in the previous tasks on the City's website and the public-facing Plan for those readers who prefer to explore more details on specific topics.

Develop Draft Code Recommendation Document

Findings from earlier tasks will identify potential solid waste service gaps and diversion strategies that require regulatory and legislative changes. The SCS Team will summarize these challenges in a code recommendation document that lists existing codes that need to be modified and new codes that would allow the City full or more complete implementation of recommended policies and programs along with a critical pathways to removing barriers for full implementation. The code recommendation document will be separate from the Plan to be used

to promote and encourage codes that allow City staff to implement diversion strategies and the critical implementation pathways.

Support Solid Waste Master Plan Presentation to the Public

As noted in above, the presentation materials will introduce the Plan recommendations concisely and aesthetically pleasingly, utilizing graphics and photos where possible. We will work with the City to design a community survey through paper copies at public meetings, electronically through the City's website, or through other means to receive feedback on the Solid Waste Master Plan.

Finalize the Solid Waste Master Plan and Code Recommendation Documents

SCS will collaborate with the City throughout the public feedback process to make decisions on what feedback should be incorporated into the final Plan. Feedback and suggestions from each public meeting and from the Council will be documented in meeting minutes and notes.

The SCS Team will review the suggestions and edits with the City to make a decision on how the Plan should be modified. The modified Plan will be resubmitted to the City one final time for review and editing. We will then finalize the Plan and prepare appropriate supporting documents. We also anticipate incorporating the City's feedback into the Code Recommendation Document.

The expected project deliverables outlined in the City's RFP will be incorporated into the final Solid Waste Master Plan. Recommendations for City ordinance revisions will be included but the detail will be a separate deliverable.

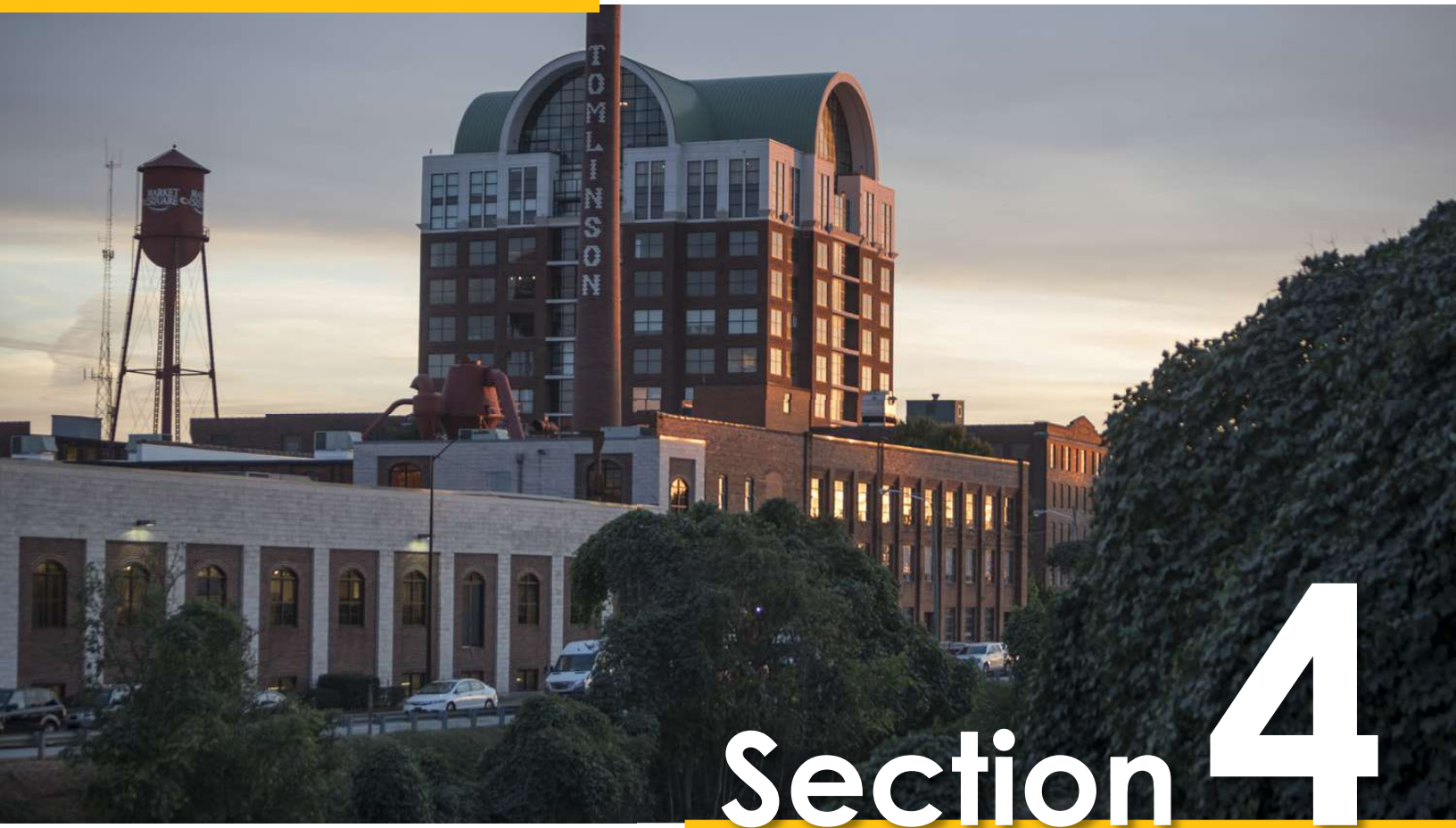
PROJECT MANAGEMENT

At project initiation, the SCS Team will establish a project management system that tracks the progress on each task, the budget for each task, and cumulative budgetary adherence. SCS maintains a robust project management system that includes the following elements:

- Project coordination and communication
- Quality assurance/quality control (QA/QC)
- Project control/progress status monitoring

As Project Manager, Vita Quinn's primary responsibilities will include:

- Serving as the primary point of contact for the City
- Coordinating and directing SCS Project Team activities
- Establishing and maintaining clear lines of communication
- Monitoring and controlling the project schedule and budget
- Anticipating potential issues and bringing them to timely resolution
- Initiating and maintaining QA/QC throughout the project
- Adhering to contractual and technical requirements



Section 4

Qualifications and Experience



4.0 QUALIFICATIONS AND EXPERIENCE

SOLID WASTE PLANNING AND DIVERSION PROJECT PROFILES

The six solid waste professionals from SCS and EESI highlighted above who will collaborate with High Point to achieve your solid waste goals either directly managed or worked on the projects we show below.

Strategies to Increase Waste Diversion in 2022 | Buncombe County, NC

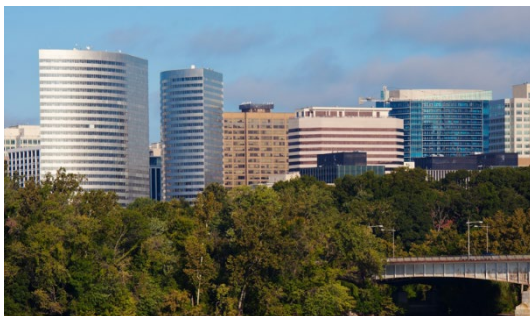


SCS assisted the County in identifying ways to make existing waste diversion programs more effective and identify new programs and policies that could divert additional material from landfill disposal. Working collaboratively with County staff, SCS identified six key initiatives with the greatest potential:

1. Organics Management
2. Helping Multi-Family Properties and Commercial Establishments Recycle Properly
3. Targeting Construction/Demolition Debris for Increased Diversion Opportunities
4. Expanding Services at Convenience Centers, and
5. Implementing Data Collection Methods.

Before the waste diversion study, SCS conducted a waste characterization study to identify the types and quantities of materials landfilled by residential and commercial sectors in unincorporated areas of the County and the City of Asheville.

2023 Virginia Solid Waste Management Plan and Voluntary Zero Waste Strategy | Arlington County, VA | SCS



The Commonwealth of Virginia requires the submission of Solid Waste Management Plan (SWMP) to meet the state mandatory recycling rate of 25 percent. In 2022, Arlington County contracted SCS for assistance updating their 20-Year SWMP and developing a voluntary Zero Waste Strategic Plan even though their current recycling rate of 51.4 percent exceeded the state's mandated rate.

SCS identified zero waste initiatives and presented them to the Solid Waste Committee (SWC). Through further discussions, the County selected zero waste strategies they wished to pursue. SCS estimated potential impact by sector, potential greenhouse gas savings, and cost for each initiative to help the SWC prioritize near, mid, and long-term strategies. SCS is currently incorporating SWC feedback and preparing the SWMP for public presentation.

Progressing Zero Waste | Hamilton County, OH | SCS and EESI

In 2018, SCS conducted a waste characterization study for Hamilton County, Ohio R3Source that showed that food waste, corrugated cardboard, and plastic film were the largest components of the waste stream. SCS and EESI collaborated with R3Source in 2022 to develop targeted strategies as part of a master plan to recover these waste streams, including:

- Campaigns to change food image expectations
- Reduce label confusion (expired vs. best by)
- Target businesses by food, cardboard, and plastic film generation
- Educate businesses on the cost of volunteer food bank recovery
- Support community compost programs



These recent initiatives supplement the Residential Recycling Initiative (RRI) that SCS designed for R3Source during its first SMM plan. The fundamental purpose of the RRI program was to provide individual neighborhoods with the autonomy to create their own unique pathways to reduce reliance on landfills. Hamilton County R3Source divides RRI funds among Hamilton County communities as an incentive to increase recycling and organics diversion and decrease waste. As a neighborhood increases its diversion rate and collects tons of materials, the community receives more RRI funds. This innovative approach now serves as a model for numerous communities.

Zero Waste Policy Analysis | City of Virginia Beach, VA | SCS

The City of Virginia Beach partnered with SCS to complete a zero waste policy analysis and position paper. The purpose of the analysis was to provide the city with a clear understanding of zero waste policies and programs, and the potential implications to the city should the decision be made to implement such a program.

The following tasks were part of this study:

- Review and summarize the City's existing solid waste policies, programs, facilities, and rate structure;
- Identify municipalities that are implementing zero waste policies;
- Identify major components of the city's waste stream, and identify potential programs that could be implemented to reduce waste disposal and increase diversion;
- Estimate the potential diversion of specific waste streams that could be achieved by implementing the programs, and the implementation steps for those policies and programs; and
- Prepare a Zero Waste Policy Report for the City.



2021 Virginia Solid Waste Management Plan | Prince William County, VA | SCS



In 2020, Prince William County contracted with SCS to develop their 20-Year updated Solid Waste Management Plan (SWMP). The County had made a recent commitment to expand organics processing capacity in the region through a public-private partnership for a composting system to process yard trimmings and increasing quantities of food scraps.

SCS worked with the County to document existing waste and project future waste quantities by sector, assess policies and programs for continued waste diversion and disposal, and secured financial

security with an assessment of solid waste rates and revenue.

SCS presented sections of the SWMP through multiple meetings with the Solid Waste Advisory Committee. The Plan was presented for public comment and submitted to Virginia DEQ.

Assessing New Recycling Strategies | Frederick County, VA | SCS

The County's long-time recyclable material processor announced in the summer of 2019 that it would close by year-end due to the difficulty of marketing materials due to China's National Sword Policies. As a result, the County's cost to haul recyclables increased to over \$200/ton, coupled with higher tipping fees and diminishing rebates. SCS evaluated the County's options for utilizing various out-of-county processing facilities, partnering with neighboring communities, developing a baling facility to condense materials, reducing transportation costs, and collaborating with private-sector haulers.

SCS helped the County show its stakeholders that its recycling program was operating efficiently considering potential alternatives. Because the County's 11 drop-off facilities are staffed, reducing contamination and collecting material commodities separately, the County negotiated a reduced processing fee with a cooperative MRF. By segregating recyclable materials by commodity at their convenience centers and strictly monitoring contamination, the County's materials avoid the costly single-stream mechanized process and can be baled and sent directly to markets.

SCS also helped the County show that converting its plastic and cardboard collection containers from 30-yard roll-offs to eight-yard dumpsters reduced transportation costs. The conversion allows a milk run collection from the convenience centers using a front-load waste collection vehicle with compaction resulting in over \$200,000 in savings annually.

Transitioning to a Sustainable Materials State | Iowa Department of Natural Resources | SCS and EESI

The Iowa Department of Natural Resources (DNR) contracted with SCS and EESI (SCS Team) to establish a clear path to continually develop and build an SMM system over the next 20 years. The SCS Team helped DNR achieve this goal through research and a series of facilitated stakeholder and subcommittee meetings that:

- Establish SMM priorities
- Evaluate the applicability to Iowa of SMM implementation processes in other states
- Conduct life cycle analysis (LCA) on materials to gauge public health and environmental impacts of materials management from extraction, manufacture, distribution, consumption, reuse, and end-of-life management
- Recommend strategies to implement SMM policies, programs/facilities, funding measures, and progress metrics in Iowa and responsible management of the remaining waste stream



Optimizing Solid Waste Management System | Town of Chapel Hill, NC | SCS

SCS assessed the Town of Chapel Hill's existing solid waste collection and disposal programs. This assessment identified opportunities to enhance these services, improve efficiencies, and evaluate the applicability of innovative technological developments in the solid waste industry, including recycling, reuse, and waste conversion. Options identified considered the town's organizational values and commitment to sustainability through social equity, economic vitality, and environmental stewardship.

After thoroughly assessing the town's existing solid waste management system, SCS conducted a pro forma analysis to evaluate various options' status quo. The pro forma model allowed the comparison of financial implications of complex program decisions over 30 years and resulted in recommendations for:

- Changes in the residential collection schedule for improved efficiency
- Automation of the town's collection fleet to reduce collection costs
- Implementing a Pay-as-You-Throw program to reduce waste quantities
- Construction of a Town-operated or regional waste transfer station to maximize flexibility promote self-reliance, and maintain flexibility for managing various waste streams
- Continued use of county-managed recycling and yard waste programs

Conducting Needs Assessment and Increasing Landfill Diversion | Yakima County, WA | SCS and EESI

SCS and EESI worked with Yakima County, Washington, to assess the solid waste needs of the County and individual cities and towns. SCS will then develop a plan to address the identified needs. Specific tasks included:



- Projecting population and associated waste stream generation rates
- Surveying municipalities for service levels and rates for municipal solid waste collection
- Developing a program to reduce contamination in drop-off recycling
- Identifying strategies to increase landfill diversion
- Improving the performance of the County's household hazardous waste facility
- Facilitating solid waste advisory committee (SWAC) meetings
- Preparing a plan that complies with regulations

Promulgating and Amending Recycling Ordinances | Pennsylvania Department of Environmental Protection (DEP) | SCS

SCS works with communities throughout Pennsylvania to promulgate new or amend existing recycling ordinances and policies with precise requirements for various stakeholder groups, such as residents and haulers. These ordinances also include enforcement provisions that emphasize collaboration for compliance but include other penalties (i.e., fines) when needed to achieve compliance.

SCS structures recycling ordinance and enforcement action around requirements for each stakeholder group, including individual hauler needs. For example, haulers who violate a provision may lose their ability to collect materials in a community legally. In addition, communities often assess fines to residents and business owners for violations. Therefore, we emphasize a collaborative approach to compliance for each community where SCS develops a recycling ordinance or policy. This approach is one where neighborhoods prioritize education and correct violations through information. However, education will not facilitate compliance in all cases, and when necessary, a recycling ordinance provides fines and other penalties to achieve compliance.

"SCS develops recycling policies and ordinances that provide communities with the resources to correct recycling practices of residents and businesses, address open dumping, and encourage increased participation in waste diversion programs."

Sustaining Recycling by Reducing Contamination in Recyclables | City of Kirkwood, MO | SCS and EESI



Since 2018, over 100 local governments ceased collecting recyclables due to dramatically increasing costs. Until 2018, Kirkwood received revenue from their recyclables, which offset some of the costs associated with managing them. Kirkwood's recycling facility operator closed their doors in October 2018 because of the National Sword. Kirkwood paid the new facility approximately \$100 per ton to process and market their recyclables. This fee applies to the "good" recycling collected and the contaminants in recyclables. Kirkwood wanted to minimize contamination in their recyclables to minimize the fees paid to the third-party recycling processor.

In November 2019, Kirkwood's Public Services Department contracted with SCS and EESI (SCS Team) to characterize the contaminants in their curbside recycling program and design an education campaign to decrease contamination. The characterization indicated that the average contamination rate was 15%, and contamination on some routes was as high as 28%. **As a result of the campaign, overall contamination decreased to 7%.**

Developing a Sustainable Solid Waste System | New Braunfels, TX | Firms: SCS and EESI

New Braunfels, just outside San Antonio, is in one of the fastest-growing areas in the nation. Due to rapid population growth, capacity limitations at existing waste disposal facilities, and the desire to increase waste diversion, the City hired SCS and EESI to complete a comprehensive solid waste management plan (CSWMP) to meet its needs during a 20-year planning period.

The CSWMP provides goals and strategies to ensure adequate landfill capacity for future growth, facility development, and service expansion to meet the community's disposal needs now and in the future.



Fostering an Equitable National Waste Management Vision | St. Lucia, Waste Indies/United Nations Environmental Program | EESI

Like many Caribbean Islands, St. Lucia is a nation with vast differences in income and influence on solid waste management decisions. Visitors pay up to \$1,000 a night at a luxury hotel where solid waste collectors earn less than \$20 a day to pick up 8 tons of trash. While waste collection was available on the island, the less affluent communities did not receive reliable service.

Karen worked with Saint Lucia Solid Waste Management Authority (SLWMA) and the Ministry of Education, Innovation, Gender Relations and Sustainable Development, Science and Technology (MEIGRSD) to include all residents, especially those in underrepresented communities, to develop a national waste vision.



Karen facilitated a National Waste Management Vision Workshop for SLWMA, where persons from various communities, ministries and government departments, statutory agencies, and the private sector attended. The workshop was one of the strategies used to get broad-based input into a National Solid Waste Management Strategic Plan for Saint Lucia. Karen collaborated with SLWMA to develop online and in-person surveys to ascertain all residents' solid waste goals and concerns. Karen also met with educators, informal recyclers, hospitality workers, waste collectors, and homeless residents.

As a result of this planning process, Saint Lucia developed a five-year strategic action plan to ensure consistent and efficient waste collection. This plan also identified opportunities to use waste as a local resource for local businesses to manufacture products on the island, educate children on the importance of proper waste management, develop a system to recover plastic bottles and develop long-term disposal capacity.

Reducing Operating Expenses to Increase Recycling | Odessa, TX | SCS and EESI

The City of Odessa's population growth increased due to the expanded development of the oil and gas resources in the Permian Basin. The unexpected increase meant preparing for their growing community's demands and competing for human resources. The city focused on developing a solid waste management master plan to ensure their long-term goals were sustainable fiscally and operationally. Their needs emphasized a comprehensive financial review to implement a cost control model and strategy.



To create operational and financial sustainability in Odessa, the SCS Team:

- Conducted a cost/benefit analysis on reducing the waste collection from twice to once a week, which will save the city over 1 million a year
- Revised the municipal code to require private haulers to provide collection and recycling data to receive a license
- Recommended subscription-based, curbside recycling and standardized materials accepted at drop-off recycling sites
- Developed a 10-year capital improvement plan to assure the city had 25% capital operating reserves
- Helped the city procure a new recycling processor and establish fair and equitable terms to the city and processor

The Odessa Planning Process identified opportunities to save the solid waste division over \$1.5 million annually, 84% of its annual operating budget.

[Aligning Solid Waste with Climate Change | US EPA | EESI](#)

Karen served on a consortium to help USEPA create the Waste Reduction Model (WARM) and was the lead author of the associated manual “Local Waste Reduction Efforts Can Turn Down the Heat on Global Warming.”

WARM is a tool that calculates and totals the GHG emissions, energy savings, and economic impacts of baseline and alternative waste management practices, including source reduction, recycling, combustion, composting, anaerobic digestion, and landfilling. The model calculates emissions, energy units, and economic factors across a wide range of material types commonly found in municipal solid waste in the following categories:

- Metric tons of carbon dioxide equivalent (MTCO₂E)
- Energy units (million British Thermal Units - BTU)
- Labor hours
- Wages
- Taxes



Individuals and organizations ranging from state and local governments, solid waste planners, students, small businesses, and other organizations interested in GHG emissions and energy have used WARM to assess the environmental and economic impacts of materials management decisions.

The WARM initiative was the first national effort to establish a correlation between solid waste management and global climate change.

Achieving Climate Action Plan Goals | Greensboro, NC | SCS and EESI

Greensboro, North Carolina, adopted resolutions that commit the city to develop a 20-Year Strategic Energy Plan (SEP) and goals to transition to 100% renewable energy. The SEP builds on the 2007 commitment to reduce GHG emissions. Two goals directly impact Greensboro's solid waste operations:



- Establish specific steps to reduce gas emissions from City operations by 40% or more from estimated 2005 levels by 2025
- Transition to 100% renewable energy in City operations by 2040

SCS and EESI worked with Greensboro to establish a baseline of GHG emissions from collecting, processing, and disposal of municipal solid waste and developing options to reduce these emissions. The options may include:

- Increasing participation in existing recycling and composting programs
- Targeting food waste for recovery
- Using alternative fuels in solid waste collection vehicles
- Improving collection efficiency
- Converting waste into energy
- Disposing of waste in landfills with landfill gas to energy systems

The SCS Team developed feasibility factors for these options based on technical, regulatory, social impact, infrastructure, and financial impact requirements. We will then facilitate work sessions to align the feasibility factor with the options and prioritize selected opportunities for short-term (2025) and long-term implementation.

Zero Waste Initiatives | Prince George's County, MD | SCS

Prince George's County partnered with SCS to develop Zero Waste Initiatives the County could pursue to reduce the quantity of waste going to their landfill. To encourage collaboration, County staff and the SCS team identified various groups and individuals interested in the County's actions on zero waste. These stakeholder groups were contacted and interviewed by the SCS team to obtain their input on the programs and policies the County should pursue to achieve zero waste.



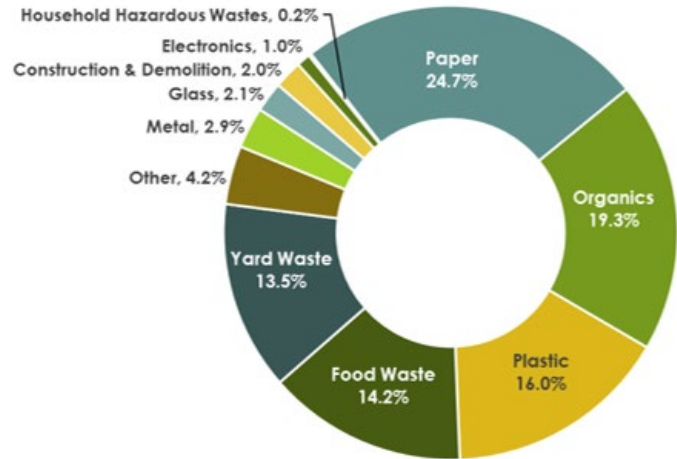
Using the feedback from groups and input from the County, SCS identified program options for increasing the diversion of materials from key waste generator sectors, including commercial, residential (both single-family and multi-family), and institutional. Opportunities to improve existing programs were identified, as well as new options for increasing diversion and reducing

the toxicity of waste in the County. SCS presented the Draft Zero Waste Strategic Plan at two public meetings hosted by the County.

Waste Characterization Studies | Mid-Atlantic U.S. | SCS

SCS has conducted dozens of waste characterization studies for varying sized municipalities across the U.S. over the past five years. Recent waste characterization studies conducted in the Mid-Atlantic region included the following jurisdictions:

- Buncombe County, NC in 2022
- Virginia Beach, VA in 2023
- Chesapeake, VA in 2023
- Montgomery County, MD in 2022 and 2017
-



These characterization studies were fundamental in targeting materials for landfill diversion and will serve as a roadmap for High Point's diversion initiative.



Conflict of Interest



5.0 CONFLICT OF INTEREST

We have no conflict of interest with any contractor or key individual for this contract or services.



Section 6

Cost and Timeline



6.0 COST AND TIMELINE






The SCS Team has prepared a budget that details staff time, materials, and travel costs by task according to the Statement of Work in Section 3 of our proposal. In preparing our budget, we have tried to be realistic and reasonable. The table below provides the key staff's hourly rates. The Cost Proposal Form is provided at the end of this section. The detailed timeline for the project based on the scope of work is provided on the following page.

Key Staff Hourly Rates

<u>Title</u>	<u>Name</u>	<u>Rate</u> <u>\$/Hour</u>
Project Manager	Quinn	\$275.00
Project Director	Demers	\$230.00
Stakeholder Engag.	Luken	\$125.00
Project Advisor	Leonard	\$350.00
Organics Specialist	McCarron	\$255.00
Zero Waste Specialist	Dieleman	\$185.00
Financial Support	Modlin	\$170.00
Staff Professional	Steffens	\$125.00

Proposed Project Timeline

SCOPE OF WORK	WEEKS																											
	JUN '24				JUL '24				AUG '24				SEP '24				OCT '24				NOV '24							
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
NOTICE OF AWARD																												
Assume Notice to Proceed by June 14, 2024																												
PHASE 1																												
Task 1 - Project Initiation and Project Management																												
Kick-Off Meeting																												
Monthly Progress Meetings (3rd week of each month)																												
Task 2 - Solid Waste System Assessment																												
Develop Localized Waste Stream Projections																												
Assess Solid Waste System Vulnerabilities																												
Audit & Gap Analysis of City Policies, Plans, Programs																												
Presentation Materials																												
Task 3 - Funding/Revenue Mechanisms and Cost																												
Revenue Projection																												
Expense Projection																												
Capital Program Review																												
Financial Management Plan																												
PHASE 2																												
Task 4 - Diversion Strategy and Implementation Roadmap																												
Identify Draft Diversion Strategies																												
Planning Meeting																												
Assess and Prioritize Diversion Strategies																												
Develop Draft Implementation Roadmap																												
Finalize Implementation Roadmap																												
Task 5 - Develop & Submit Solid Waste Master Plan																												
Develop Draft Solid Waste Master Plan																												
Develop Draft Code Recommendation Document																												
SWMP Presentation to Public																												
Finalize the SWMP and Code Recommendation Doc.																												

	Indicates Weeks with Holidays (Juneteenth, Independence Day, Labor Day, Thanksgiving)
	SCS Review of Documents and Research to Support SWMP
	Meetings with City and SCS
	Deliverable to Stanford
	Indicates City Review Period

PROPOSAL FORM
Solid Waste Feasibility Study
RFP 47-053024

Instructions:

Please utilize the Scope of Work and Expected Deliverables in developing your cost proposal.

The proposal shall include pricing for all services. Pricing shall be inclusive unless otherwise indicated. The proposal shall itemize all services, including any hourly rates for all professional, technical and support personnel as well as all other charges related to completion for a fully functioning system. The proposal shall include a total cost not to be exceeded. (Please add lines/descriptions if necessary)

A separate page describing hourly rates for team members and any expected hard costs should be provided as part of the cost proposal.

The City reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process.

Description (Process; Deliverable)	Cost
Phase 1: Task 1 - Project Initiation and Management	\$10,580
Phase 1: Task 2 - Solid Waste System Assessment	\$ 16,390
Phase 1: Task 3 - Funding/Revenue Mechanisms and Costs	\$ 22,950
Phase 2: Task 4 - Diversion Strategy and Implementation Roadmap	\$ 22,220
Phase 2: Task 5 - Development & Submission of Solid Waste Master Plan	\$ 21,488
Total Cost	\$ 93,628

I certify that the contents of this proposal are known to no one outside the contractor, and to the best of my knowledge all requirements have been complied with.

SCS Engineers

Company Name

Charlotte NC 28273

City State Zip

SDemers@scsengineers.com

E-mail



Authorized Signature

May 30, 2024

Date

703-929-2986 703-471-6676

Telephone Fax



Attachment A

Required Forms

REFERENCES
Solid Waste Feasibility Study
RFP 47-053024

- 1. Vendor Name: Buncombe County Solid Waste Department
Vendor Contact: Dane Pedersen, Solid Waste Director
Vendor Phone Number: 828-250-5460
Vendor Address: 81 Panther Branch Road, Alexander, NC 28701
Type of Project: Waste Diversion Strategy
Length of Project: 8 months

- 2. Vendor Name: Arlington County VA Department of Environmental Service
Vendor Contact: Douglas Krietemeyer, Environmental Sustainability Planner
Vendor Phone Number: 703-228-0443
Vendor Address: 4300 29th Street, S. Arlington, VA 22206
Type of Project: Zero Waste Plan
Length of Project: 2 years

- 3. Vendor Name: Pennsylvania Department of Environmental Protection
Vendor Contact: John Nantz, Program Analyst
Vendor Phone Number: 717-787-0120
Vendor Address: 400 Market Street Harrisburg, PA 17101
Type of Project: Recycling Technical Assistance
Length of Project: Currently in Year 1 of our second 3-year contract

REFERENCES
Solid Waste Feasibility Study
RFP 47-053024

1. Vendor Name: Yakima County Public Services-Solid Waste Division
Vendor Contact: Karma Suchan, Manager
Vendor Phone Number: Desk: 509-574-2455, Cell: 509-571-4219
Vendor Address: 7151 Roza Hill Drive Yakima, WA 98901
Type of Project: Solid Waste Management Plan and Rate Study
Length of Project: 1 year

2. Vendor Name: City of New Braunfels, TX
Vendor Contact: Leann Guenther
Vendor Phone Number: 830-221-4038
Vendor Address: 424 S Castell Ave | New Braunfels, TX 78130
Type of Project: Solid Waste Management Plan and Rate Study
Length of Project: 1 year

3. Vendor Name: _____
Vendor Contact: _____
Vendor Phone Number: _____
Vendor Address: _____
Type of Project: _____
Length of Project: _____

ATTACHMENT C

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION. The City of High Point is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of High Point within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

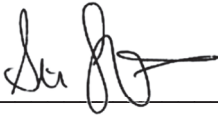
ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.
Date of latest audit: 12/31/2023
- The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.



Steve Liggins, VP/CFO

Authorized Signature

Printed Name and Title

ATTACHMENT D

STATE OF ~~NORTH CAROLINA~~ Virginia AFFIDAVIT
CITY OF ~~HIGH POINT~~ County of Fairfax

I, Stacey Demers (the individual attesting below), being duly authorized by and on behalf of
SCS Engineers (the entity bidding on project hereinafter "Employer") after first being duly sworn
hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
a. YES X, or
b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 30 day of May, 2024

Stacey J. Demers

Signature of Affiant
Print or Type Name: Stacey Demers

State of Virginia County of Fairfax

Signed and sworn to (or affirmed) before me, this the 30
day of May, 2024

My Commission Expires: April 30, 2027
[Signature]
Notary Public

(Affix Official/Notarial Seal)



AFFIDAVIT-MINORITY PARTICIPATION

The City of High Point is committed to providing equal opportunities for participation in all aspects of the City of High Point contracting and purchasing programs including, but not limited to, participating in procurement contracts for, materials, services, construction and repair work activities, and lease agreements in the City of High Point. The Purchasing Division actively seeks to identify qualified minority, handicapped, disadvantaged, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and ensure the proper and diligent use of public funds.

(NOTE: THIS FORM IS TO BE SUBMITTED WITH THE BID PROPOSAL)

Portion of the Work to be performed by Minority Firms

SCS Engineers I do hereby certify that on the _____

(Name of Bidder)

High Point Solid Waste Feasibility Study

(Project Name)

Project ID# 47-053024

Amount of Bid \$93,628

I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the firms listed below.


Attach additional sheets if required

Name and Phone Number	Minority Category	HUB Certified (Y/N)	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**) Employee Stock Ownership Plan (ESOP)

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: May 30, 2024 Name of Authorized Officer: Stacy Demers

Signature: 

Title: Vice President



Attachment B

Key Staff Resumes

VITA QUINN, MBA

Education

MBA – Finance/Real Estate Development, Nova Southeastern University, Florida
 BS - International Economics, Florida Atlantic University, Florida

Professional Affiliations

Solid Waste Association of North America – Board of Directors
 American Public Works Association – Member

Professional Experience

Ms. Quinn has 18 years of experience working with public sector entities as a management consultant and financial analyst. She has developed financial sustainability solutions for various general governments, enterprise funds, and quasigovernmental entities. Her areas of expertise include non-ad valorem special assessment development, fiscal impact analysis, cost-benefit analysis, capital planning, impact fee development, and bond feasibility analysis. Her utility experience includes cost apportionment and rate/fee/tax design for solid waste, recycling, stormwater, water, and sewer.



RATE STUDIES/COST OF SERVICE/MASTER PLANS

- City of Myrtle Beach, SC – Solid Waste Collections Rate & Transfer Station Tipping Fee Study
- City of Santa Ana, CA – Sanitation Rate Study
- City of Davis, CA – Solid Waste Rate Study
- City of Grand Rapids, MI – Solid Waste Rate Study
- City of Greenville, SC – Solid Waste Rate Study
- Recology, CA – Detailed Solid Waste Rate Review
- City of Brownsville, TX – 5-Year Financial Services/Rate Studies
- Stanford University, CA – Annual Solid Waste Rate Studies
- City of Cocoa, FL – Integrated Water and General Fund Financial Sustainability Analysis, Regional Water Rate Development
- City of Fort Lauderdale, FL – Solid Waste Cost Allocation & Rate Design
- Indian Creek Village, FL – Water Revenue Sufficiency Analysis & Stormwater Rate Study
- Village of Pinecrest, FL – Stormwater Fee Study and Update
- Greenville County, SC – Solid Waste Tipping Fee Study
- Cass County, IA – Landfill Revenue Sufficiency Analysis
- City of Council Bluffs, IA – Landfill and Recycling Center Revenue Sufficiency Analysis
- City of Coconut Creek, FL – Water & Wastewater Utility Rate Study
- City of Monrovia, CA – Hauler Rate Analysis
- Reno County, KS – Annual Rate Model Updates/Reserve Calculation
- Nassau County, FL – Water & Sewer Rate Study, Miscellaneous Fee/Charge Development
- Junction City, OR – Water, Sewer, & Sanitation Rate Study
- City of Sheridan, WY – Water, Sewer, & Solid Waste Rate and Financial Plan Updates
- City of Sheridan, WY – Tipping Fee Study and Financial Assurance Estimates

- City of New Braunfels, TX – Solid Waste Management Plan Update and Rate Studies
- City of Bristol, VA – Solid Waste Collection Rate Study
- Collier County, FL – Landfill Expansion Analysis
- City of Tempe, AZ – Solid Waste Cost Allocation & Rate Design
- Nashville Metro Waste, TN – Cost-Benefit Analysis of C&D Recycling and Model Development
- City of Port Orange, FL – Water & Sewer Rate Study
- Okaloosa County, FL – Water & Wastewater Revenue Sufficiency and Bond Feasibility
- City of Wauchula, FL, Solid Waste Rate Study
- City of Cape Coral, FL – Water & Wastewater Rate Study
- City of Denton, TX – Water Utilities Rate Design Study and Utility Benchmarking
- City of Galveston, TX – Water and Sewer Rate Study and Benchmarking Analysis
- City of Grand Island, NE – Landfill Tipping Fee Study and Capital Feasibility Analysis
- Culver City, CA – Solid Waste Rate Studies
- City of Dothan, AL – Environmental Services Rate Study
- City of Alliance, NE – Landfill Revenue Sufficiency Analysis
- City of Virginia Beach, VA – Solid Waste Revenue Sufficiency Analysis
- City of Atlanta, GA – Solid Waste Rate Study
- City of West Palm Beach, FL – Solid Waste Rate Study
- Yakima County, WA – Solid Waste Management Plan and Rate Study
- City of Odessa, TX – Solid Waste Management Plan
- City of Killeen, TX – Solid Waste Rate Study
- City of St. Cloud, FL – General Fund & Utility Integrated Analysis (Water, Sewer, Bulk Water)
- Village of New Lothrop, MI – Wastewater/Stormwater Asset Management Plan Funding
- Clay County Utility Authority, FL – Water & Sewer Revenue Sufficiency Analysis, Lakes Replenishment Program Funding Analysis, and Comparative Impact Fee Study
- Town of Mount Dora, FL – Stormwater Rate Study
- City of Neptune Beach, FL – Water & Sewer Revenue Sufficiency Analysis
- City of Clearwater, FL – Water, Sewer, and Solid Waste Revenue Sufficiency Analysis
- City of Orange Cove, CA – Hauler Cost of Service Rate Study
- Tully Environmental, NY – Bid Rate Development for NYC – Queens Zones
- Tully Environmental, NY – Operational Cost Estimate for Transfer Stations and MRF in Westchester County

FUNDING/BOND FEASIBILITY/OPERATIONAL ANALYSIS

- City of Anaheim, CA – Revenue Analysis and On-Call Financial Services
- Island County, WA – Transfer Station Funding Analysis
- Waste Management, USA – Cost-Benefit Analysis of Facility Automation
- Baltimore County, MD – Scalehouse Operational and Transfer Fee Analysis
- Manatee County, FL – Cost-Benefit Analysis of Waste to Energy Plant Repairs
- The Recycling Partnership – Analysis of Recycling Program Alternatives
- Dane County, WI – Analysis of Debt Funding, New Site Development, Rate Alternatives
- Oklahoma City, OK – Analysis of Brownfields Capital Projects Funding/Database
- City of San Antonio, TX – Analysis of MRF Alternatives / PPP
- Okaloosa County, FL – Revenue Bond Feasibility Analysis, Utility Privatization Study
- Chittenden Solid Waste District, VT – Compost Business Analysis / PPP

- Stanford University, CA – Zero Waste Program Assistance
- City of Omaha, NE – Bid Evaluation Forms for Capital Financing
- City of Bristol, VA – Solid Waste Independent Cost Analysis and Evaluation of Landfill Alternatives
- City of Dubuque, IA – Financial Analysis of Alternative Composting Technologies
- City of Waynesboro, Virginia – Solid Waste Collections System and Recycling Evaluation
- City of Lynchburg, Virginia – Solid Waste Collections System Evaluation & Enterprise Fund Financial Plan
- City of Glendale, CA – Solid Waste Rate Matrix and Miscellaneous Fee Development
- City of Odessa, TX – Fleet Rental Rate Analysis
- Manatee County, FL – Facility Location Breakeven Analysis
- City of San Diego, CA – Transfer Station Sizing Alternatives Analysis
- City of Davis, CA – SB 1383 Planning and Financial Feasibility Analysis
- Salinas Valley Solid Waste Authority, CA – SB 1383 Planning and Cost Analysis
- City of Los Alamos, NM – Composting Alternatives and Financial Feasibility Analysis
- Los Angeles County, CA – Organics Alternative Technology Comparative Analysis
- Mattress Recycling Council, CA – Analysis of Disposal Alternatives
- Chittenden Solid Waste District, VT – MRF Cost Benefit and Financial Feasibility Analysis
- SAWS, WY – Water Rate Study of Joint Powers Board Alternatives
- Butte County, CA – Solid Waste Management Plan

GENERAL GOVERNMENT/FISCAL IMPACT/TAX PROGRAMS

- Albemarle County, VA – Fiscal Impact Analysis of Moving County Facilities / PPP
- City of Odessa, TX – Fleet Rental Rate Analysis
- Town of Longboat Key, FL – Beach Renourishment Tax Program Update
- Plant City, FL – General Fund Fiscal Impact Consulting
- City of Anaheim, CA – Facilities Services Revenue Sufficiency and Labor Rate Calculation
- City of Fort Lauderdale, FL – General Government & Utility Integrated Analysis (Water, Sewer, Regional Wastewater, Stormwater, Sanitation, Airport, Parking, Building Funds)
- City of Temple Terrace, FL – Solid Waste and General Fund Integrated Analysis
- City of Zephyrhills, FL – General Fund Financial Sustainability Analysis
- Indian Creek Village, FL – General Government Financial Sustainability Analysis
- City of Lynn Haven, FL – Fiscal Impact Analysis
- City of Fort Myers, FL – General Fund Financial Sustainability Analysis
- City of New Port Richey, FL – General Fund and Utility Integrated Financial Sustainability Analysis, General Fund Indirect Cost Allocation
- City of Orange Cove, CA – Indirect Cost Allocation Analysis

SPECIAL ASSESSMENTS

- Town of Golden Beach, FL – Technology Services Assessment
- Collier County, FL – MSBU Redistricting Analysis
- Indian Creek Village, FL – Road Capital Assessment
- Okeechobee County, FL – Fire/EMS Assessment
- City of Sarasota, FL – Parking Garage Assessment Development

- City of Anaheim, CA – Resort Maintenance Assessment District Assessment Analysis
- DeSoto County, FL – Landfill Operations Revenue Sufficiency Analysis, Landfill Capital Assessment Revenue Sufficiency Analysis and MSBU Update
- City of Coconut Creek, FL – Fire Assessment
- Village of Pinecrest, FL – Water Capital Assessment
- Miami Shores Village, FL – Water & Sewer Capital and Maintenance Assessments
- City of Orange City, FL – Stormwater Assessment and Enterprise Fund Development
- City of North Port, FL – Road & Drainage District Assessment Roll Updates
- Putnam County, FL – Fire Protection Assessment Development
- The Villages Community Development District, The Villages, FL – Non-Ad Valorem Assessment Allocation
- Coral Springs Improvement District, FL – General Fund Stormwater Assessment
- Alachua County, FL – Fire Assessment
- Lealman Fire District, FL – Fire Assessment
- City of Casselberry, FL – Street Lighting Assessment

IMPACT FEES

- Cedar Hammock Fire District, FL – Fire Impact Fee Update
- City of Sheridan, WY – Water & Sewer Plant Investment Fees
- City of St. Cloud, FL – Water & Sewer Impact Fees
- City of Deltona, FL – General Government Impact Fee Updates (Parks & Recreation, Police, Fire, Transportation, Library)
- City of Glendale, CA – Peer Review of Franchise Fee and Vehicle Impact Fee Calculation

OTHER MANAGEMENT CONSULTING PROJECTS

- Fresno County, CA – Hauler Rate Negotiations
- Council Bluffs, IA – Utility Billing Analysis
- City of Atlanta, GA – Expert Witness Services
- Stanford University, CA – Annual Hauler Rate Negotiations
- Broward County, FL – Waste Generation & Waste Composition Studies
- Broward County, FL – Revenue Development for Independent Solid Waste Authority
- City of El Segundo, CA – Procurement Forms
- Orange County, FL – Model Development for Financial Assurance Costs & Reporting
- Private Client, CA – Municipal Rate/Budget Review

STACEY TYLER DEMERS, LEED® AP



Education

B.S. - Statistics, Virginia Polytechnic and State University, 1989

Professional Licenses

LEED® Accredited Professional

Professional Affiliations

Past Director, Sustainable Materials Management Technical Division, Solid Waste Association of North America (SWANA)

Professional Experience

Ms. Demers provides SCS with strong technical and analytical skills in planning, statistics, sample design for environmental programs, and modeling. Project activities have included, program assessments, data analyses, database management, sampling protocols, and associated field sampling specific to sustainability metrics. Ms. Demers has 27 years of experience in the environmental field focusing on diversion programs and energy. Examples of her project experience include:

Zero Waste / Solid Waste Management Plans

Zero Waste Plan, Arlington County, VA. Project Director to identify, assess, and plan implementation for zero waste strategies to be implemented in the next 20 years. Strategies were based on costs, impact to County's waste diversion rate and greenhouse gas reductions. Directed presentations to the Solid Waste Advisory Committee and responsible for final review prior to submittal.

Waste Diversion Strategies, Buncombe County, NC. Project Director to develop multiple strategies that the County could implement to enhance their waste diversion program. Based on results of a waste characterization study conducted for the County concurrently, estimated impacts of waste reduction strategies on annual landfilled quantities.

Solid Waste Management Plan, Prince William County, VA. Project Manager to develop a plan that provides a guide to the County for its existing and future solid waste management needs. Worked in a collaborative effort with County staff and stakeholders to tailor programs and policies to the needs and specific conditions of the County and its incorporated towns.

Zero Waste Strategic Initiatives, Prince George's County, MD. Project Manager to assess and evaluate the County's waste diversion programs and practices and identify options for reducing waste and increasing waste diversion through reuse, recycling, and composting programs. Engaged multiple stakeholders to identify gaps and recommend options for progress toward zero waste goals.

Landfill Life Extension Study, Wake County, NC. Project Director to identify potential strategies for maximizing the life of the South Wake Landfill through recycling, technology, and other related initiatives. SCS assessed the viability of these options within the County's system and evaluated the financial implications for implementation.

Development of a Regional Recycling Strategy for the Cities of Killeen, Copperas Cove, Harker Heights, and Gatesville and Fort Hood Army Installation, Texas. Project Manager to assess the feasibility and increased efficiency of developing a regional recycling program. SCS developed approaches that varied in complexity: from sharing resources to significant capital investment in a centrally located Material Recovery Facility.

Comprehensive Review of Solid Waste Collections, Transportation, and Disposal Options, Town of Chapel Hill, NC. Task Leader to identify opportunities to enhance existing collection recycling collection services, improve efficiencies, and evaluate the applicability of innovative technological developments in the solid waste industry.

Collection Studies

Improving Efficiency and Equity of Municipal Waste Collection Services, City of College Park, MD. Project Director to evaluate the curbside collection of trash, yard waste, recycling, and bulky waste and recommend methods to improve efficiency and reduce program abuses. Developed practical and implementable solutions for continued high service to all residents and presented these recommendations to City Council.

Modeling Cost of Service for Residential and Commercial Organics Collection, City of Long Beach, CA. Lead Analyst to evaluate the costs for compliance with pending legislation in California that requires source separation of organics. Estimated the growth in segregated organic materials as the program matures, additional equipment and labor needs, and facility options.

Evaluation of Collection Services for Trash, Recyclables, Yard Trimmings and Bulky Items, City of Oklahoma City, OK. Task Leader to evaluate Oklahoma City's residential solid waste collection system and provide recommendations for future changes in services. Ms. Demers observed collection operations and evaluated the efficiency of both City and private contractor crews in "urban" and "rural" geographic service areas. Additionally, Ms. Demers conducted a benchmarking study of collection operations and associated costs for other municipal collection programs, both regionally and nationwide.

Evaluation of Waste and Recycling Collection, Rockbridge County, VA. Project Director to evaluate a series of issues and alternatives appropriate for a rural County's waste collection, transportation, disposal, and recycling functions. SCS evaluated the efficiency of the County's network of staffed and unstaffed waste and recycling collection centers and recommended a restructured network for enhanced services.

Waste Diversion

Recycling Options Analysis, Leon County and the City of Tallahassee, FL. Lead Analyst to assess current recycling conditions in the County and City, estimate future recycling needs, and develop alternative recycling scenarios involving multiple facilities and collection scenarios.

Assessing New Recycling Strategies in Light of China National Sword Policies, Frederick County, VA. Project Director to assess options to reduce costs, improve efficiencies, and reduce transportation and processing costs related to the effects of China's National Sword Policies. SCS evaluated the county's options for utilizing various out-of-county processing facilities, partnering with neighboring communities, developing a facility to condense materials, and collaborating with the private sector.

Evaluation of Regional Recycling Options, Northern Shenandoah Valley Regional Commission, VA. Project Director to evaluate regional recycling options that would improve efficiencies and reduce escalating transportation and processing costs related to China's National Sword Policies. Researched options for rail haul to distant markets, developing a centralized processing facility, utilizing a recycling broker, and regional procurement options.

Feasibility of Organic Waste Diversion of Residential Facilities, University of Maryland. Project Director for a study to assess types of materials generated by two different types of residential facilities (traditional style dormitory and apartments/suites) and evaluate the feasibility of an organic diversion program. SCS surveyed the experiences of other universities that had implemented some type of organic diversion program in residential facilities, recommended materials to include in the program and other logistics (equipment, collection, aggregation, transportation, staffing), and estimated capital costs and maintenance costs for the program.

Assessment of Waste Diversion Potential, City of Waco, TX. Task Manager to research and review waste characterization studies conducted for other U.S. cities of similar characteristics as the City of Waco. Developed a large matrix that compared waste composition for a variety of municipalities to assess the potential impact of various recycling and composting programs.

Bottle and Can Recycling by Commercial Establishments, Fairfax County, VA. Project Director to study impacts on local businesses from a regulatory requirement to recycle cans and bottles. Oversaw internet research to identify other jurisdictions that have implemented bottle and can recycling ordinances. Estimated the quantity of cans and bottles that could be recycled from businesses in Fairfax County and the economic and environmental impacts associated with disposal as compared to recycling.

Waste Diversion Assessment, Mid-America Regional Council, MO. Project Director to develop a benchmarking tool to assess the progress of 55-member communities in meeting the adopted waste diversion goals. Using available information supplied by MARC, SCS categorized jurisdictions according to the services, policies, and infrastructure related to waste diversion. The benchmarking process involved a four-step process:

1. Identify parameters for benchmarking recycling activities
2. Assess recycling/diversion activities currently in-place for each community
3. Assign a point value for these activities
4. Establish a rating for each community's recycling activities.

SCS presented the results of the benchmarking process to the MARC Board and developed a spreadsheet tool that could be used to update future programs.

Waste Characterization Studies

Project Director, lead analyst, and/or advisor for waste characterization studies to assess waste diversion programs, identify recycling and waste diversion opportunities, and/or evaluate the feasibility of waste-to-energy and anaerobic digestion facilities. Recent clients include:

- Alameda County, CA (2024, 2018)
- ReGen Monterey, CA (2024)
- Marin County, CA (2022)
- Pitkin County, CO (2022)
- Broward County, FL (2022)
- City of San Jose, CA (2017-2022)
- Sonoma County, CA (2022, 2014)
- Montgomery County, MD (2022, 2017)
- New Jersey Statewide (2022)
- Santa Cruz County, CA (2019)

Publications and Presentations

Demers, S. and Latulippe, D., “Value from Waste” Presented at the SWANA SOAR Conference, April 17, 2024.

Demers, S. “Factors that Impact Contamination in Recyclables” Presented at the Global Waste Management Symposium, February 16, 2022.

Demers, S. “Waste-to-Energy and Zero Waste – Is There Common Ground?” Presented at the North American Waste-to-Energy Conference (NAWTEC), April 2, 2019.

Demers, S. “What’s in Your Recycling? Ways to Assess Contamination,” Presented at the Annual Virginia Recycling Conference, May 8, 2019.

Demers, S. “What Are We Wasting? Information Gained Through Waste Characterization Studies”, Quarterly Recycling Program Managers Meeting, Metropolitan Washington Council of Governments, January 31, 2019.

Demers, S. “Plastics Sorting Best Management Practices,” Webinar presentation sponsored by the Association of Plastic Recyclers, September 25, 2018.



KAREN M. LUKEN

CEO, Economic Environmental Solutions International

During the last 30 years, Karen has helped communities worldwide design strategies to solve complex, technically feasible, financially viable, and socially acceptable environmental problems. Her facilitation experience has enabled her to transform strategic recommendations into action items that convert waste into a resource for green products and renewable energy.

Before founding Economic Environmental Solutions International (EESI), she served as:

- The Global Environmental Director, Clinton Foundation's Climate Initiative (CCI)
- Senior Director, R.W. Beck
- Director, Hamilton County, Ohio Solid Waste District
- Project Manager, SCS Engineers

PROFESSIONAL AFFILIATIONS

- Chair of American Public Works Association National Solid Waste Committee
- Recycling Chairman for the U.S. Conference of Mayors
- National Strategic Planning Certification Instructor for the Solid Waste Association of North America (SWANA)
- Ohio delegate at a White House Recycling Summit
- Steering committee member for U.S State Department's Clean Climate Air Coalition

EDUCATION

Bachelor of Arts – Communications and Political Science, University of Cincinnati, 1986

RELEVANT PROJECT EXPERIENCE

Sustainable Materials Management Facilitation

State of Iowa Sustainable Materials Management Plan – The Iowa Department of Natural Resources (IDNR) desired a stakeholder-driven process to update and modernize Iowa's 40+-year-old solid waste management laws and regulations, establish a clear path, and build a sustainable materials management (SMM) system. Karen was part of a team that conducted extensive research and facilitated approximately 30 meetings that:

- Established SMM priorities
- Evaluated the applicability to Iowa of SMM implementation processes in other states
- Conduct life cycle analysis (LCA) on materials to gauge public health and environmental impacts of materials management from extraction, manufacture, distribution, consumption, reuse, and end-of-life management; and
- Identified strategies to implement SMM policies, programs/facilities, funding measures, and progress metrics in Iowa

Caribbean Waste Management Visioning Sessions - The implementation of sustainable waste management systems in island nations is critical as waste management directly impacts the state of the environment, the well-being of humans, and, ultimately, the economy. The United Nations Environmental Programme (UNEP) contracted with Karen to conduct visioning sessions with national ministers and solid waste authority directors to inventory the existing solid waste management systems throughout the Caribbean to assess strengths and weaknesses and begin establishing a platform for a regional solid waste action plan that promotes an environmentally and financially sustainable solid waste management system in the region.

Saint Lucia National Waste Strategy - Karen worked with the island nation of Saint Lucia to develop a national waste strategy to manage their waste for the next 20 years to promote international development while ensuring a sustainable infrastructure for national residents and businesses. To accomplish this, she

- Engaged all relevant stakeholders to determine goals and vision to decrease dependency on landfills by converting waste into a resource
- Assessed the strengths and weaknesses of the existing waste management system; benchmark the current waste management system against similar systems
- Evaluated solid waste technical, programmatic, regulatory, and financial pathways to implement the national strategy recommendations

State of Ohio Legislative Visioning Sessions - The County Commissioners Association of Ohio (CCAO) sought assistance to guide discussions with CCAO, the Organization of Solid Waste Districts of Ohio (OSWDO) and their members to proactively develop strategies in anticipation of changes to Ohio's current solid waste management law (HB 592). Karen facilitated five work sessions with the Ohio solid waste districts to foster consensus on the legislative priorities and guide discussions with Ohio EPA, the Ohio General Assembly, and other stakeholders interested in changing Ohio's solid waste law.

Rio de Janeiro, Brazil Market Waste Recovery - Karen worked with the Municipal Secretariat of the Environment (SMAC) to assess the feasibility of recovering organic waste generated at the CEASA produce market. She also collaborated with market employees to design an education campaign to help reduce the amount of contaminants in the organic waste stream sent to the composting facility to maximize the conversion of organic waste into high-value compost. This project was part of a larger program to increase the compost production capacity to meet the demand, especially for the SMAC reforestation programs. It also improved the quality of the compost produced to extend its use to applications in agriculture.

Dar es Salaam, Tanzania Comparative Analysis of Anaerobic Digestion and Composting to Manage Organics - Karen supported the Dar es Salaam City Council to evaluate the viability of converting food waste from produce markets into biogas or compost by:

- Prepared a preliminary business case analysis
- Facilitated a steering committee and technical working group
- Assessed compost markets
- Revised the initial preliminary business case analysis based on the compost market assessment
- Developed and issued a Request for Qualifications/Proposals (RFQ)/(RFP) and evaluating and ranking submittals

City of Lagos, Nigeria Integrated Waste System Improvement - Over three years, Karen helped the Lagos Waste Management Authority (LAWMA) improve their waste system by:

- Raised awareness amongst leaders within Lagos State and Nigerian National government about the potential to improve environmental, social and economic conditions
- Established a regulatory framework and funding mechanism to manage solid waste properly
- Structured a public-private partnership (PPP) to replace dump sites with an integrated solid waste management complex, which would include an organics composting facility, materials recycling center, and a professionally engineered and operated residual waste landfill.

Honolulu, HI Curbside Recycling - Karen conducted a series of studies on Honolulu’s refuse system, including a cost-and-benefit analysis of various curbside recycling options and the comparative benefits of recycling and waste-to-energy. She presented the results of these studies and addressed concerns at seven community meetings that the mayor’s office coordinated. Ms. Luken also testified at Honolulu City Council meetings and recommended the second refuse collection day with curbside recycling. City council adopted this program.

Wal-Mart Food Waste Composting Financial Feasibility Study. Wal-Mart desired to divert food waste from their Houston superstores but did not want to increase their waste management costs. Tipping fees at the Houston composting facility were slightly lower than at the landfill. However, a food waste diversion program would require Walmart’s waste hauler to establish additional food waste routes. Karen and Wal-Mart collaborated with their Houston hauler to design a pilot program and establish a parameter to balance high waste collection costs with lower processing fees. The pilot indicated that food waste recovery was compatible with their business model, which catalyzed Wal-Mart to implement food waste recovery systems in most U.S. and Canadian stores.

Sustainable Materials Management Planning

Karen works with communities and institutions worldwide to create progressive but pragmatic strategies to divert waste from landfills. These strategies include programs, policies, and facilities for sustainable materials management, pollution prevention, reuse, recycling, composting, and converting waste into energy:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ Hamilton County, Ohio ▪ Henry County, Ohio
 ▪ Preble County, Ohio ▪ Mercer County, Ohio ▪ Cuyahoga County, Ohio ▪ Portage County, Ohio ▪ Stark-Tuscarawas-Wayne Counties, Ohio ▪ Adams-Brown County, Ohio ▪ Lorain County, Ohio ▪ Greene County, Ohio ▪ Solid Waste Authority of Central Ohio ▪ Clark County, Ohio | <ul style="list-style-type: none"> ▪ Allen County, Indiana ▪ St. Louis County, Missouri ▪ Olathe, Kansas ▪ University of Kansas ▪ Sarasota County, Florida ▪ Bucks County, Pennsylvania ▪ Odessa, Texas ▪ Fresno County, California ▪ Yakima County, Washington ▪ Temple, Texas ▪ New Braunfels, Texas ▪ Lincoln, Nebraska ▪ Honolulu, Hawaii ▪ Kauai County, Hawaii ▪ St. Lucia, West Indies |
|--|--|

- Lagos, Nigeria
- Dar es Salaam, Tanzania
- Johannesburg, South Africa
- Mahe, Seychelles
- Male, Maldives
- Delhi, India
- Hanoi, Viet Nam
- Kampala, Uganda
- Tashkent, Uzbekistan
- Addis Ababa, Ethiopia

Solid Waste and Climate Change

The New York Times recently reported, “The researchers said that decades of buried trash is releasing methane, a powerful greenhouse gas, at higher rates than previously estimated. “We’ve largely been in the dark, as a society, about actual emissions from landfills,” said Mr. Duren, a former NASA engineer and scientist. This study pinpoints the gaps.”

For almost two decades, Karen has raised awareness about the relationship between disposing of organic waste and climate change. Relevant projects include:

Ghana Material Flow Analysis and Greenhouse Gas Mitigation Opportunity Identification - Through the Canadian measuring, reporting, and verification (MRV) for Climate Action, Karen is currently facilitating the development of composting facilities in Ghana that will significantly decrease greenhouse gas emissions and improve national health and environmental conditions. Karen is conducting a material flow analysis (MFA)—with waste stream characterization of municipal solid waste in all 16 regions of Ghana. The MFAs will be a tool for analyzing and managing waste flows, secondary products (e.g. compost), and residues. In addition to identifying GHG emission reduction opportunities and other benefits, Karen will conduct a comparative financial analysis and generate marginal abatement cost curves (MACCs).

The City of Greensboro, North Carolina, Strategic Energy Plan – Greensboro adopted resolutions that commit the city to develop a 20-Year Strategic Energy Plan (SEP) and goals to transition to 100% renewable energy. The SEP builds on the 2007 commitment to reduce greenhouse gas emissions (GHG). Two goals directly impact Greensboro’s solid waste operations:

- Establish specific steps to reduce gas emissions (city operations) by 40% or more from estimated 2005 levels by 2025
- Transition to 100% renewable energy in city operations by 2040

Karen was part of a team that worked with Greensboro to establish a baseline of GHG emissions from collecting, processing, and disposal of municipal solid waste and developing options to reduce these emissions. The options included:

- Increasing participation in existing recycling and composting programs
- Targeting food waste for recovery
- Using alternative fuels in solid waste collection vehicles
- Improving collection efficiency
- Converting waste into energy
- Disposing of waste in landfills with landfill gas to energy systems

We developed feasibility factors for these options based on technical, regulatory, social impact, infrastructure, and financial impact requirements. We then facilitated work sessions to align the

feasibility factor with the options and prioritize selected opportunities for short-term (2025) and long-term implementation.

USEPA WARM Model - Karen served on a consortium to help USEPA create the Waste Reduction Model (WARM) and was the lead author of the associated manual *Local Waste Reduction Efforts Can Turn Down the Heat on Global Warming.*”

WARM is a tool that calculates and totals the GHG emissions, energy savings, and economic impacts of baseline and alternative waste management practices, including source reduction, recycling, combustion, composting, anaerobic digestion, and landfilling. The model calculates emissions, energy units, and economic factors across a wide range of material types commonly found in municipal solid waste in the following categories:

- Metric tons of carbon dioxide equivalent (MTCO₂E)
- Energy units (million British Thermal Units - BTU)
- Labor hours
- Wages
- Taxes

Individuals and organizations ranging from state and local governments, solid waste planners, students, small businesses, and other organizations interested in GHG emissions and energy can use WARM to assess materials management decisions’ environmental and economic impacts. The WARM initiative was the first national effort to establish a correlation between solid waste management and global climate change.

BRENT DIELEMAN, TRUE ADVISOR

Education

B.A. - Environmental Studies: Biotic/Physical World, Dordt University, 2003

Specialty Certifications

Green Building Certification, Zero Waste True Advisor

Professional Affiliations

Iowa Society of Solid Waste Operators

Iowa Recycling Association

Solid Waste Association of North America (SWANA), member

SWANA Sustainable Materials Management Division, Program Committee Member



Professional Experience

Mr. Dieleman is a Project Manager with SCS Engineer's Sustainable Materials Management Division. Brent has 19 years of solid waste planning experience, including 10 years helping communities develop and execute solid waste management plans and 15 years managing and directing waste characterization studies and audits. Mr. Dieleman's planning experience includes short- and long-term solid waste planning services, including evaluating current solid waste infrastructure/identifying new infrastructure/facility needs, exploring funding sources, developing zero waste plans, engaging stakeholders, and building consensus for waste diversion initiatives, conducting public education and outreach with an emphasis on equity considerations, recycling technical assistance, analyzing organics management technologies, measuring recycling contamination, and researching industry trends. Select examples of Brent's most recent solid waste project planning experience include:

Solid Waste Project Planning

10-Year Solid Waste Management Plan, Howard County, MD; Brent is the Project Manager leading the development of the County's new 10-year solid waste management plan for the period 2025-2034. He is responsible maintaining the project schedule and budget, developing a plan that meets the solid waste planning requirements for the State of Maryland, and engages community stakeholders to receive their input on solid waste planning issues.

Solid Waste Management Plan, Harford County, MD; Brent is the Project Manager leading the development of the County's new 10-year solid waste management plan for the period 2025-2034. He is responsible maintaining the project schedule and budget, developing a plan that meets the solid waste planning requirements for the State of Maryland, and engages community stakeholders to receive their input on solid waste planning issues.

Twenty-Year Solid Waste Management Plan/Zero Waste Planning Services, Arlington County, VA: Brent serves as the lead writer in drafting the County's new 20-year solid waste management plan; planning activities completed to date include develop a draft outline of the plan, research of state planning requirements, prioritize waste diversion initiatives (includes estimating initiative costs and greenhouse gas impacts), presentations to the Solid Waste Advisory Committee (SWAC), and draft portions of the plan.

Buncombe County Waste Diversion Plan, NC: Brent collaborated with the County to develop a waste diversion study that was adopted and approved by the County Board of Supervisors on November 1, 2022; Brent worked with County staff to identify waste diversion priorities to be studied as part of the plan; he quantified the potential impacts each initiative could have on waste disposal and diversion in the County and produced a plan for the County to achieve high diversion rate.

Compost Design Services, Blessing Greenhouse & Compost Facility, Inc., DE: Brent supported existing design and budgeting efforts by investigating the grant application process for the USDA's Fertilizer Production Expansion Program.

Waste and Recycling Characterization Studies, Various Clients, including Iowa Department of Natural Resources (DNR). Brent has managed over 30 solid waste and recyclable material characterization studies over his 14 year career at SCS Engineers; this includes managing the Iowa DNR Statewide Waste Characterization Study in 2017 and providing advisory support for the 2022 statewide study; Brent designs and executes all aspects of these studies that range in complexity from a one-week, one material stream study to a multi-season, multi-stream, and multi-facility study that depends on the needs of the client.

Recycling Planning and Assessment Studies, Frederick County, VA; Northern Shenandoah Valley Planning Commission

Current recycling markets have strained municipal and private entity recycling programs. Brent has worked with clients to explore options for modifying current recycling programs in order to improve program resiliency and facilitate long-term sustainability. This work includes assessing contaminants in recycling program streams in an effort to inform public education activities and negotiate fair contracts with recycling processors. This work often includes engaging with processors and others to understand contamination issues prior to working with a client and evaluating a specific program.

Solid Waste Collection Study, City of College Park, MD. Brent recently completed solid waste collection program evaluations that analyzed aspects of the City's bulky refuse, brush, and regular refuse and recycling collection programs. Many of these programs were inefficient and program costs had increased significantly over the last several years. Mr. Dieleman led a team of staff to complete field observations and ride-alongs with collection personnel to understand the day-to-day challenges with the programs. With an understand of the issues, Brent facilitated meetings with City staff to discuss potential program updates and changes, which included requiring containerized refuse and recyclable materials, limiting bulky item collections, and charging fees for excess amounts of materials. The project concluded with Mr. Dieleman presenting the results and recommendations to the City Council where all recommendations were adopted.

Recycling Technical Assistance, Pennsylvania Department of Environmental Protection, PA. Mr. Dieleman has provided recycling technical assistance to nearly 35 local governments to help overcome challenges to waste diversion and program inefficiencies. Projects include evaluating pay-as-you-throw systems, commercial recycling improvements, curbside collection of food waste, curbside collection of yard waste, and modernizing local recycling ordinances. A major focus of Brent's work for PADEP has been to help local governments evaluate existing curbside and drop-off recycling programs and make recommendations for how the programs can improved. Recommendations about scope of services, materials accepted, collection frequency and schedule, and material preparation guidelines are developed.

Zero Waste Strategic Plan, Prince George's County, MD. Brent developed and documented the County's strategy to reduce the quantity and toxicity of waste generated and increase the proportions of waste diverted to recycling and composting programs. A key objective of this project was to

engage with stakeholders in the County to receive their feedback and ideas for what the County could prioritize in their plan.

Waste Diversion Initiatives, Montgomery County, MD. Mr. Dieleman supports the County's efforts to evaluate programs and increase the amount of material diverted from disposal. Projects include multi-family and commercial recycling distance surveys, identifying undocumented recycling activities, and waste characterization.

Mandatory Commercial Organics Recycling Compliance Study, Los Angeles County Department of Public Works, CA. Brent researched the requirements of California's AB 1826 that requires businesses and multi-family properties to recycle organic materials from their waste stream. He developed recommendations for Los Angeles County to consider implementing the requirements of this law within the County's existing franchised hauler agreements.

Material Characterization Studies

Miami-Dade County, Division of Solid Waste Services FL, Source Separated Recyclable Material Contamination Study (2023); Mr. Dieleman designed and led field activities for Miami-Dade County, Division of Solid Waste Services residential recyclable material characterization study. Brent designed a representative sampling plan to quantify the composition of source-separated recyclable materials from each of the County's three collection zones. A total of 100 samples were obtained and sorted over a two-week period. The results of the study provided the County with important information used to design education and outreach programs. The study was unique in that it measured the impact of recycling contamination on acceptable program recyclable materials.

Huntsville Solid Waste Disposal Authority, AL, Municipal Solid Waste (MSW), Source Separated Recyclable Material Contamination Study, and Construction/Demolition Debris (2023); Brent worked with the Huntsville Solid Waste Disposal Authority staff to implement a comprehensive characterization study to measure the composition of several material streams managed by the Authority. The study was also designed to understand what changes there have been in waste stream composition from the Authority's previous 2013 study. A total of 130 material samples were characterized as part of this study. Among other things, the data was used to understand the mix of recyclable materials that would be received at a potential new material recovery facility developed by the Authority.

Publications and Presentations

Dieleman, B, "Considerations for Implementing a Curbside Food Scraps Collection Program," *Waste Advantage Magazine*, May 2023

Dieleman, B, "Adapting Recycling Programs to Changing Market Conditions," Virginia Recycling Association, October 2021.

Dieleman, B, "Case Studies in Successful School Recycling Programs," Pennsylvania Association of School Board Officials, March 2021.



City of High Point

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

Master

File Number: 2024-301

File ID: 2024-301

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/24/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Purchase from FIALab Instruments, Inc.
City Council is requested to consider FIALab Instruments, Inc. as Sole Source vendor to purchase a flow injection nutrient analyzer with parts in the amount of \$67,215. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Sole Source Purchase - FIALab Instruments, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM

TITLE: Nutrient Analyzer FIAlab Instruments, Inc	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Sole Source Letter Sole Source Justification Form	

PURPOSE: To make a sole source purchase for a flow injection nutrient analyzer for the Water Quality Lab.

BACKGROUND: The City of High Point Water Quality Lab performs laboratory analyses to ensure that our water, wastewater, and stormwater facilities are in compliance with state and federal regulations. The Water Quality Lab currently uses a Lachat nutrient analyzer that is near the end of service life. Lachat recently went out of business. The Public Services Department intends to purchase the FIAlyzer-FLEX- one-channel flow injection analyzer (with nutrient/cyanide modules and TKN block digester) as a sole source purchase. FIAlab is the only flow injection analysis (FIA) manufacturer to utilize a spectrometer, and the analyzer will integrate with the Water Quality Lab's existing Lachat autosampler.

BUDGET IMPACT: Funds for this project are available in the FY 2024-2025 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that FIAlab Instruments, Inc. be approved as a sole source vendor to purchase a flow injection nutrient analyzer with parts for \$67,215.



FIAlyzer-FLEX- flow injection analyzer



FIA Lab Instruments, Inc.
 4259 23rd Ave W
 Seattle, WA 98199, USA
 Tel + 1 206 258 2290
 accounting@flowinjection.com

QUOTE

QUOTE #	10499-2
DATE	7/18/2024
VALID UNTIL	9/30/2024

CUSTOMER CONTACT INFORMATION
City of High Point ATTN: Elaine Shepherd PO BOX 230 Highpoint, NC 27261 USA

DESCRIPTION

TERMS	SHIPPING TERMS	REP
Net 30	CIF	SS

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
793631	FIAlyzer-FLEX(1) - 120 V - One-channel flow injection analyzer -Includes one license for FIAsoft control software package -Includes three days training and installation by a FIAlab scientist. **CUSTOMER TO UTILIZE CURRENT AUTOSAMPLER**			32,661.00T
79301	Desktop computer and 19" monitor.	1	1,516.00	1,516.00T
41032	Pump for FIAlyzer-FLEX - up to two channels - 115V	1	7,196.00	7,196.00T
796026	FLEX Module: Nitrate+Nitrite EPA 353.2	1	2,976.00	2,976.00T
796073	FLEX Module: Ortho-P EPA 365.1	1	1,916.00	1,916.00T
796015	FLEX Module: ammonia / TKN w/ gas diffusion EPA 3501./EPA 351.2	1	2,448.00	2,448.00T
796065	FLEX Module: Cyanide EPA 335.4	1	1,878.00	1,878.00T
810140	Service Plan - Silver - 2yr new FIA instrument -first channel at location Service plan provides: - extension of warranty on non-consumable parts from 1 year to 2 years from original instrument invoice date - one service visit - phone, e-mail and remote desktop support - free software upgrades		9,262.00	9,262.00T
83101	Credit QC8500 Series II trade in + 1st Time Service Contract Purchase Discount		-7,000.00	-7,000.00
61130	40-well TKN block digester COMPLETE		16,399.00	16,399.00T
83101	Dscount Touch Screen Controller		-3,000.00	-3,000.00

TOTAL



FIA Lab Instruments, Inc.
 4259 23rd Ave W
 Seattle, WA 98199, USA
 Tel + 1 206 258 2290
 accounting@flowinjection.com

QUOTE

QUOTE #	10499-2
DATE	7/18/2024
VALID UNTIL	9/30/2024

CUSTOMER CONTACT INFORMATION
City of High Point ATTN: Elaine Shepherd PO BOX 230 Highpoint, NC 27261 USA

DESCRIPTION

TERMS	SHIPPING TERMS	REP
Net 30	CIF	SS

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
83004	Packing and Handling		218.00	218.00T
83003	Shipping and Insurance		745.00	745.00T
	Out-of-state sale, exempt from sales tax		0.00%	0.00

TOTAL	\$67,215.00
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To Whom it May Concern,

June 27th, 2024

This letter is to confirm that the FIALab Instruments, Inc. is the sole provider of the FIAlyzer-FLEX in the United States. All accessory, are not available through any other distributor. The FIALab products are manufactured, shipped, and invoiced by FIALab Instruments, Inc in Seattle, WA. The unique specifications that are not available via other instrumentation would be:

- Displaying the full absorbance spectrum in real time. Also, utilizing alternative wavelengths to extend linear range.
- Analyzer is able to include absorbance flow cells up to 100 mm path
- Each channel has its own power supply and light source and detector. The instrument does not share power supplies, or light source or detectors in order to do multiple channels. Each channel can be a standalone unit without any added cost.
- Full view of fluid movement in manifold.
- Able to analyze samples while running with different variables-Analyze on the fly (changing wavelengths for example)
- Software is compatible with Window 10 or Windows 11 and written in C# with programmers in house that have Ph. D. in Chemistry
- Must have EPA (FIA100) approved fluorescence method for TKN & Ammonia without the need to switchover manifolds

If you have any further questions, please contact us at [206-258-2290](tel:206-258-2290)

Regards.



**Scott
Schroeder**

National Sales Manager

(206)619-6705 (Mobile)
(262) 670-1389 (Office)



Fluidics Intelligently Automated

*Proud to be a small US business with 100%
of manufacturing done in the USA.*

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

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

Requisition #

Vendor:

Item(s):

Justification:

FIALab Instruments, Inc. is the sole provider of the FIAlyzer-FLEX in the United States. All accessory, are not available through any other distributor. The FIALab products are manufactured, shipped, and invoiced by FIALab Instruments, Inc in Seattle, WA. The analyzer will integrate with the Water Quality Lab's existing Lachat autosampler.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2024.07.22 10:26:58 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.07.24 10:08:56 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.07.25 07:33:00 -05'00'

City Council (\$30,000 – Up)





City of High Point

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

Master

File Number: 2024-303

File ID: 2024-303

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/24/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Contract with GEA Mechanical Equipment US, Inc. City Council is requested to consider GEA Mechanical Equipment US, Inc. as a Sole Source vendor for a 3-year Contract in the amount of \$249,375 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Sole Source Contract - GEA Mechanical Equipment US, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM

TITLE: Contract with GEA Mechanical Equipment US, Inc.	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Service Proposal Sole Source Justification Form	

PURPOSE: To enter into a 3-year contract with GEA Mechanical Equipment US, Inc. (“GEA”) as a sole source vendor for the service, maintenance, and repair of the two (2) centrifuges at the Eastside Wastewater Treatment Plant (“Eastside WWTP”).

BACKGROUND: There are two centrifuges at the Eastside WWTP that are used for de-watering solids as part of the wastewater treatment process. The dewatered solids are then burned in the incinerator. The centrifuges were installed as part of the upgrade to the residuals management facility in 2016 and are critical to the solids handling at the Eastside WWTP. GEA is the manufacturer of both centrifuges.

BUDGET IMPACT: Funds for this project are available in the FY 2024-2025 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that GEA Mechanical Equipment US, Inc. be approved as a sole source vendor for a 3-year contract for a total price of \$249,375 and authorize the appropriate City official(s) to execute all necessary documents.



Centrifuges 1 and 2 at the Eastside WWTP

SERVICE PROPOSAL

PreventiveCare Agreement

Attn.	Peter Lavigne
Customer	City of High Point WWTP
Quotation / CRM no.	30466469
Revision	REV. 1
Plant Location	High Point, NC
Date	February 05, 2024

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GEA Mechanical Equipment US, Inc.
100 Fairway Court
Northvale, NJ 07647
Tel. (201) 767-3900
Fax (201) 767-3901
www.gea.com
State of Incorporation: Delaware
President: Michael J. Vick

Dear Peter Lavigne,

We are pleased to submit our proposal for on-site services for your GEA equipment to support your production in achieving its overall goals. We are committed to improve your ownership experience through reliability, flexibility, and solution-oriented service products.

This service proposal comprises all original parts, labor, traveling hours, mileage, daily allowances, and accommodation (if necessary) to execute the preventive services necessary to keep your equipment in excellent and reliable operation.

Benefits of a Service Agreement

- Regularly scheduled service by factory trained personnel
- Highest quality OEM parts designed specifically for your equipment
- 24/7 emergency technical support and parts shipment
- Emergency Breakdown support
- Root Cause of any non-scheduled service intervention
- Inventory review & recommendations

Validity: Quoted prices are valid for 30 days from date of this Quotation.

1. Equipment

Model	Serial Number	Location
CF-7000	8009-119 / 8009-120	High Point, NC

2. Frequency of Scheduled Services

The daily, weekly and monthly maintenance as foreseen in the manuals are to be performed by Customer. Customer shall carry out visual checks at regular intervals of the Equipment and shall immediately inform GEA in writing of any impending or actual damage on its occurrence, with specification of the symptoms.

Frequency of Scheduled Maintenance and Performance Activities

ACTIVITY	SCHEDULED INTERVAL	PERFORMER
Check running characteristics. Shut down the decanter when unusual noises or vibrations occur. Surge reservoir/gear lubrication: Check the oil level in the surge vessel. Oil-air unit / bowl bearing lubrication: Check the oil level in the storage vessel.	Daily	Customer

ACTIVITY	SCHEDULED INTERVAL	PERFORMER
Bowl bearings / solids and liquid side: <ul style="list-style-type: none"> • Empty the oil collecting vessel in the frame below the bowl bearing. • Oil quantity in continuous operation with factory setting: approx. 1.8 liters/month Oil-air unit / bowl bearing lubrication: <ul style="list-style-type: none"> • Check the oil level in the storage vessel. • Actuate the water trap at the compressed air pressure reducer. Clean the filter element when soiled. • Check air pressure. • Check lubrication pulse (audible). • Check the oil-air hoses for signs of change. • Replace the oil-air hoses in the case of the following abnormal signs: <ul style="list-style-type: none"> - Cracks - Leaks - Discoloration 	Once a month	Customer
Drive belt: Check condition and belt tension.	Every 2000 operating hours, after 6 months at the latest	Customer
Minor Service	Every 4000 operating hours, after 12 months at the latest	Customer
Major Service	Every 8000 operating hours, after 3 years at the latest	GEA

3. Charges and Rates

The below mentioned package Prices include the defined parts, labor, traveling hours, mileage, daily allowances, manpower hours on site and accommodation (if necessary) to accomplish the predefined activity as listed in **Annex 1** and in accordance with the attached parts lists in **Annex 2**.

Major Service

To be understood per respective service

Model	SN	2024	2025	2026
CF-7000	8009-819	-	\$83,114	-
CF-7000	8009-820	\$81,485	-	\$84,776

Total Package Price

USD \$249,375.00

As per Scheduled Maintenance and Service Plan detailed herein.

Machine		Scheduled maintenance		
Model	SN			
CF-7000	8009-119	-	Major May 2025	-
CF-7000	8009-820	Major May 2024	-	Major May 2026

This is a preliminary proposal; the actual dates will be defined in detail 2 weeks after signature. GEA requires approx. 3 – 4 weeks' prior notice for re-scheduling service visits.

Pricing includes labor for two (2) service technician, all expenses and travel costs. Parts will be delivered on site prior to the execution of the services, standard freight included in this proposal.

Work shall be scheduled during the normal work week, travel inclusive, Monday through Friday 8:00am – 5:00pm

One(1) Service per site visit is planned. If additional visits are required to complete service for reasons not attributable to GEA additional charges may apply.

Payment options, Total Package Price

- Option 1, charged on completion of each service (subject to revision of rates¹)
- Option 2, payment in full at time of order (5% discount applied): USD \$236,906.25

* Purchase Order for the full duration of the contract required at time of signature.

¹Seller reserves the right to make changes to the pricing schedule with 30 days' notice for any escalation in the cost of materials (including without limitation the cost of stainless steel, nickel and other metals) that occurs during the validity period of this agreement. In case the Parties cannot find an agreement on charges and rates, each Party is entitled to terminate this Agreement with a one month notice to the end of the following calendar month.

This pricing excludes:

Unscheduled Waiting Time for Scheduled and Non-Scheduled Service Interventions:

Waiting times, irrespective of during a scheduled or non-scheduled Service intervention which are not caused by GEA will be charged on the basis of the valid local service rates in accordance with the **Rates of attendance for non scheduled services** detailed below.

Upgrade and Critical Parts:

Any part that Customer wishes to order at its own request for stock or any other reason is subject to prior approval from Customer upon prices been supplied by GEA. In such cases an authorized separate purchase order must be supplied by Customer.

Additional Work:

Any additional work, training, other than those specified in **Annex 3** are subject to separate quotation and prior approval by Customer.

Other General Terms

Terms of Payment:

All invoices excluding down payment are due net 30 days on presentation of invoice.
Down Payment due net 10 days on presentation of invoice.

Quoted prices do not include applicable taxes

Rates of attendance for non scheduled services

Service Level Agreement Rates
Effective November 1, 2023

Regular Service	
Monday – Friday	\$210.00 / hr.
Monday – Friday Overtime	\$277.00 / hr.
Saturday	\$277.00 / hr.
Sunday & Holiday	\$331.00 / hr.
Daily rates Test and Training Fees/includes labor and expenses	\$3,843 per / day
Travel Expenses	Airfare, car rental, meals, lodging, etc. are charged at actual cost. Use of the company service fleet, leased or private vehicles is charged at 62.5 cents/ mile. Travel time will be charged at current rates, listed above. All travel plans will incur an \$50 booking Fee.

4. Term of the Agreement

The Agreement comes into effect upon signature of both Parties.

The Term of the agreement shall be for 3 years, after which this Agreement expires automatically if not extended in writing by the Parties.

Either party may terminate this Agreement with immediate effect at any time prior to the end of the term by simple written notice to the other party in the event of the following:

The Equipment is destroyed or so damaged as to be incapable of economic repair.

The Equipment is removed from the site.

The Equipment is taken out of operative action for an indefinite period of time.

The property of the Equipment is transferred to a third party.

The other party commits a material breach of the agreement and fails to remedy such breach within thirty (30) days after written notice by the non-breaching party.

5. Annexes

This Agreement consists of the following **Annexes**, which shall be an integral part of it:

- **Annex 1: Detailed Definition of Scheduled Services**
- **Annex 2: List of Parts per Equipment**
- **Annex 3: Obligations of Parties**
- **Annex 4: Documents, Reports and Contacts**
- **Annex 5: Contractual Terms and Conditions of Service**

ACCEPTANCE

For and on behalf of:

For and on behalf of:

GEA Mechanical Equipment US, Inc.

City of High Point WWTP

Signed: Signed:

Name: Name:.....

Date: Date:.....

For and on behalf of:

For and on behalf of:

GEA Mechanical Equipment US, Inc.

City of High Point WWTP

Signed: Signed:

Name: Name:.....

Date: Date:.....

ANNEX 1 – Detailed Definition of Scheduled Services

Scheduled Maintenance Activities Definition

Preventive – Scheduled Maintenance

Major Service Decanters

Definition:

	Machine part	Action
2	Drive belt	➤ Replace the drive belt. Refer to the operating instructions for the decanter.
3	Driven shaft / gear-box	➤ Renew gaskets.
4	Bowl	➤ Replace both bowl bearings and all gaskets.
	Bowl bearings / solids side	➤ Apply a liberal amount of oil to the roller bearings before fitting. Lubricant: WS-0036
	Bowl bearings / liquid side	
5	Conveyor screw	➤ Replace both scroll bearings and all gaskets.
	Scroll bearing / liquid side	➤ Pack the roller bearings with grease. Lubricant: WS-0129 Lubricant quantity: 910 g
	Scroll bearing / solids side	➤ Pack the roller bearings with grease. Lubricant: WS-0129 Lubricant quantity: 290 g
14	Oil-air unit / bowl bearing lubrication	➤ Replace the oil-air hoses.

Parts in accordance with **Annex 2**

Root Cause Analysis Procedure (Applicable for unscheduled Maintenance)

Both Parties agree that the Root Cause of any non-scheduled service intervention should be identified if possible and the following 2 phase approach is to be adopted

Phase 1 – Local Site Clarification

Evaluation conducted by Customer and GEA Representatives.

Phase 2 – Workshop analysis

In the unlikely case that Customer and GEA are unable to find a mutual consent during Phase 1 or disagree to the Root Cause of Failure, a formal Cause Analysis will be executed in a GEA Certified Repair Workshop concluding with a detailed technical report.

ANNEX 2 – List of Parts per Equipment

List of Parts per Equipment per Maintenance Task

CF-7000 SN 8009-119 / 8009-120 Major Service

Part code	Quantity	Description
0015-0038-000	4	Oil, Gear box
0015-0036-000	2	Oil, Bowl Brngs
0015-0129-010	3	Grease, Scoll Brngs
0015-0104-080	1	Grease, Driver
0007-2505-830	2	Gasket,Hub
0011-6334-870	1	Brng Solid Side
0011-1036-880	1	Brng Liquid Side
0004-3223-850	4	Seal
0007-2621-830	1	Gasket
0007-1802-830	1	Gasket
0007-2260-750	1	Gasket
0007-2966-750	1	Gasket
0007-2862-830	1	Gasket
0007-2571-830	1	Gasket
8657-3415-050	1	SMEK
0007-2924-830	2	Gasket
0004-3332-830	1	Seal
0007-2825-830	1	Gasket
0011-6226-950	1	Brng Solid Side
0011-7228-970	2	Brng Liquid Side
0004-1586-300	2	Nilos Ring
0007-2706-750	2	Gasket
0004-1582-850	2	Seal
0007-2864-750	1	Gasket
0007-2864-750	2	Gasket
0007-2940-750	3	Gasket
0004-1583-850	2	Gasket
0007-3733-750	2	Gasket
0004-3334-300	2	Seal
0007-3619-750	1	Gasket
0021-3969-810	1	Set of Belts
0021-3147-750	1	Rubber/ Metal Cushion
8657-3396-000	2	Clutch Ring
0018-6203-848	10	Oil Line
0004-2232-780	1	Gasket

ANNEX 3 – Obligations of Parties

The following obligations of Parties are deemed to ensure that the mutually agreed Services regulated in this Agreement can be organized and executed in a smooth, safe and efficient manner.

1. Obligations for GEA

- (a) The Services will be executed in a way that the Equipment will be ready for operation after finishing them and complies with the applicable security standards.
- (b) GEA will render the Services exclusively with its well-trained specialists.
- (c) GEA will obey the security instructions of Customer valid for the site.
- (d) In case GEA detects defects or damages which seriously impair the safe operation of the Equipment it will inform the Customer immediately.
- (e) If it is determined in the context of any Services which is being carried out that there is a need for repairs or replacements on the Equipment or parts of it beyond the instructed or described scope of works, GEA shall inform the Customer accordingly. This shall also apply if components are detected which have a certain likelihood of failure in the near future. The Customer then shall decide, if he wishes GEA to perform these additional works/replacements on basis of the GEA standard prices and in accordance with the provisions of this Agreement.
- (f) The time needed for maintenance indicated by GEA is based on information provided by Customer and/or GEA's visual inspection of the Equipment and premises, and assumes that GEA will have continuous access to the Equipment (within reasonable production operation cycles) during maintenance. Additional time may be required in case of unforeseen defects or obstacles. Therefore GEA does not give any warranty in respect of time for completion of the maintenance.
- (g) GEA will keep in operation a Customer telephone hotline. The respective number is specified in **Annex 4**. Within less than 4 hours after defects notification, GEA will inform the Customer by phone, if and how the defect can be remedied by the Customer himself. GEA will on basis of the Customer information use the "exclusion principle". The instructions by GEA via phone have to be followed carefully and precisely by Customer's trained staff. These works will not impair any warranty obligations of GEA, if done in carefully and in accordance with GEA instructions and good engineering practice.

2. Obligations for the Customer

- (a) Customer is required to give free and safe access to the Equipment, during regular working hours and make available the set of tools supplied with the Equipment as well

as other auxiliaries (e.g. Lighting, water, electric power, air, lifting-gear etc.) free of charge necessary to conduct proper and safe maintenance work. The Customer shall be responsible for ensuring that the Services can be carried out without obstacles, without waiting times or interruptions and without exposing the service staff deployed by GEA to risk. Any special safety equipment which may be necessary shall be kept available and, if necessary, operated by the Customer. The Customer shall inform the staff of the GEA of any special risks or hazards associated with the Services before any works are commenced. Any lifting operations using lifting equipment which need to be carried out for removal and reinstallation and all transportation within a facility (including all safety activities associated with this) shall be undertaken by the Customer at its sole responsibility and without having been explicitly requested to do so. If, contrary to these provisions, no operating personnel for lifting equipment is made available by the Customer, GEA shall have the right, but no obligation, to operate the lifting equipment of the Customer at the risk of the latter. The Customer shall keep all necessary lifting equipment and means of transportation (cranes, winches, forklifts, etc.) with operating personnel available during the performance of the Services. The Customer shall ensure that the Services can be carried out in ambient conditions which are not dangerous, hazardous or deleterious to persons or property, in particular that lifting equipment and means of transportation have been tested and are in safe operating condition. Moreover, the Customer shall provide all services which are required for test, trial and acceptance runs of the Equipment, including, without limitation, provide for this purpose all raw materials which are to be processed by the Equipment in accordance with its intended purpose, and all utilities and operating personnel at its own risk and expense.

- (b) Customer is responsible to ensure the machine specific tools supplied at time of purchase are available and accessible for the duration of the Service visit. These tools are needed to be kept in safe and operable condition.
- (c) Customer has to inform GEA about safety-relevant points and regulations which must be observed at his premises. Customer has to supply any permits or site inductions necessary for the execution and completion of the maintenance activities.
- (d) The Equipment on the pre-agreed service date and time has to be clean and evacuated of all products taken out of operation and suitably isolated. Customer shall expressly instruct GEA's personnel of any hazards and dangers that may emanate from the Equipment in advance of any scheduled/agreed service. Customer shall pass on works-specific safety instructions. The customary personal protection Equipment such as safety shoes and safety goggles will be made available by GEA. Special preventive measures such as respiratory protection Equipment shall be provided by Customer or, against extra charge, by GEA. In case the safety situation changes during the term of this Agreement Customer is obliged to immediately inform GEA in detail in writing thereof. If due to such changes GEA has to undertake additional precautions, which result in additional cost, such cost shall be borne by Customer.

- (e) Any waste accruing in connection with the performance of the contractual services, such as dismantled materials and spent utilities, auxiliaries and consumables, shall be duly removed and disposed of by Customer at his own expense.
- (f) Customer shall make available to GEA free of charge sufficient storage and floor space and shall allow GEA the use of sanitary installations and change rooms.
- (g) Customer shall have the obligation to notify GEA of any technical modifications or repairs to the Equipment during the term of such Agreement, if any. In such a case, the agreed remuneration and the individual scope of work will be redefined by mutual agreement to the extent that the aforementioned modifications or repairs should entail additional expense and work. Should the Parties fail to reach an agreement, either party shall have the right to give extraordinary notice of termination.
- (h) Customer shall inform GEA in all detail of all malfunctions and other problems experienced with the Equipment prior to commencement of maintenance.
- (i) Customer shall free of charge give all reasonable support to GEA to enable to perform his Services hereunder and make personnel available for cleaning individual components when necessary.
- (j) Customer shall maintain documentation, including drawings, technical manuals, etc. of the Equipment and shall make such documents available to GEA in connection with the provision of maintenance.
- (k) Immediately following each Service intervention visit, a signed acceptance report shall be issued by Customer. If Customer does not issue such report within 5 days without substantial reasons from end of a Service intervention, the respective Service intervention is deemed accepted. After each maintenance GEA will send to Customer the documents listed in **Annex 4** applicable to the respective Service intervention actually performed giving an overview on the status of the Equipment.
- (l) Customer shall procure all necessary permits and licenses required by his state and local authorities for the performance of GEA's obligations hereunder.

ANNEX 4 – Documents, Reports and Contacts

GEA shall provide Customer with full written details on the Services carried out at the conclusion of each service.

Documents + Reports

After each service activity GEA will submit the following documents within 1 weeks of the visit. Note any points requiring immediate action will be notified by email within 1 days.

- **Preventive Services**
 - **Service Report**

Contacts:

Below you find some information about our Original Manufacturer Service department and how to reach us.

David Mauldin

Senior Manager Service Branch East Coast Region - North America
Service Execution

Region NAM | North America

Email David.Mauldin@gea.com

Mobile 863-206-6924

Web www.gea.com

Bubba Williams

Service Sales Specialist
Service Sales

Region NAM | North America

Email Bubba.williams@gea.com

Mobile +1 713-423-9924

Address 650 East Diehl Road, Suite 102, Naperville, IL 60563, United States of America

Web www.gea.com

24/7 Emergency Line: +1-800-509-9299

ANNEX 5 – Contractual Terms and Conditions of Service

TERMS AND CONDITIONS – SERVICES

Definitions

Term	Meaning
Buyer	the party who contracts to buy the Scope of Work.
Buyer Scope	all works relevant to the Scope of Work which are not expressly included in Seller's Scope of Work, including any works specified in these Terms or Seller's Offer as being the responsibility of Buyer.
Contract	the contract formed between Buyer and Seller for purchase and sale of the Scope of Work.
Contract Price	the price set out in Seller's Offer or, in case of binding contract, in the Contract.
Costs	all costs and expenses incurred or to be incurred by Seller, including overhead, insurance, financing costs and similar charges and a reasonable profit; when calculating Costs, the costs of Seller's personnel shall be based on Seller's periodic rates as set forth in Seller's Offer or, if not contained therein, according to its rates prevailing when the work is performed.
day	a calendar day.
Defect	a flaw in the workmanship or materials of Seller's equipment at the time of delivery or a failure to prepare documentation or provide Site Services according to commercially reasonable skill and care.
Export Control Event	a situation where the Export Control Regulations may require an Export License or may cause additional costs, delay, prohibit Seller's performance and/or render the Contract not reasonable to perform.
Export Control Regulations	all applicable national and international laws, regulations, orders, embargoes, administrative practices or resolutions that may prohibit or restrict the trade of the Goods.
Export License	license or an equivalent formal approval by the competent authorities for the supply of the Goods under this Contract which is required to be obtained by Seller under the Export Control Regulations.
Force Majeure	acts of war or terrorism, riots, civil commotion, embargoes, export/import permit delays or refusals, epidemics, strikes, fires, delays in transport or customs clearance, earthquakes, floods, hurricanes, typhoons, storms, other acts of God or government or any other circumstances beyond the reasonable control of a party.
including	including without limitation.
Incoterm	the series of pre-defined commercial terms published under the name Incoterm® by the International Chamber of Commerce (Paris) as in force at the date of Seller's Offer.
Schedule	the time schedule for the Scope of Work as set out in Seller Offer or, in case of binding contract, in the Contract, as such schedule may be modified according to Clause 5 of these Terms.
Scope of Work	the goods, documentation and services (including Site Services, if any) expressly listed as Seller's responsibility in Seller's Offer or, in case of binding contract, the Contract.
Seller	The GEA entity identified on the quotation, proposal or offer for the Scope of Supply or Buyer's purchase order.
Seller's Offer	Seller's quotation, proposal or offer for the Scope of Work.
Site	the place at which the Scope of Work is to be performed.
Site Services	the services (if any) provided by Seller at the Site expressly listed as Seller's responsibility in Seller's Offer or, in case of binding contract, the Contract.
Terms	these Terms and Conditions – Services.
Warranty Conditions	has the meaning set out in Clause 7.1.4.
Warranty Period	ninety (90) days from performance of the Scope of Work.

General Provisions

These Terms shall apply to and form an integral part of any Seller's Offer and any Contract. Any provision of Buyer's purchase order, offer, acceptance or other document or requirement of Buyer which forms a part of the Contract and is in conflict or inconsistent with these Terms or which imposes on Seller liabilities that are additional to or different from those set forth in the Terms shall not apply to the Contract and is of no force or effect. Buyer's terms of purchase and/or service, if any, shall not apply to the Contract and are of no force or effect.

These Terms shall prevail over any inconsistent or conflicting provision of the Contract (including Seller's Offer), except only where (i) Seller has by way of its Seller's Offer or a duly signed document expressly amended a provision of these Terms and has referenced the specific provision of these Terms being amended or (ii) these Terms expressly provide for an option to deviate from the respective provision in Seller's Offer or, as the case may be, in the Contract.

Annex A shall apply where the Scope of Work includes the testing of Buyer's materials at Seller's (or its affiliate's) facility.

1. Scope of Work:

1.1 Seller's works shall be limited to the Scope of Work. Buyer shall be responsible for the Buyer Scope.

2. Site Services:

2.1 If Site Services are included in the Scope of Work, Buyer shall ensure that Seller has safe and appropriate access to the Site at all times required by Seller. Any failure by Buyer to perform this obligation and any failure as regards readiness of the civil works or equipment outside the Scope of Work at the Site will entitle Seller to suspend its Site Services.

2.2 For the purpose of Seller carrying out the Site Services, Buyer shall be responsible for providing all of the following: (i) civil works; (ii) feed and other raw materials for making product; consumables and utilities, each in strict conformity with all requirements of the Contract; (iii) communications connections; (iv) trained and qualified laborers, operators and other personnel required by Seller; (v) safe and reliable equipment to assist in the transport of the Goods at the Site, including cranes and other lifting and transport equipment (to be operated and maintained by Buyer's personnel); (vi) a secure lock-up dry room for keeping tools and small machine parts; (vii) security; (viii) sufficient lighting; (ix) heating or cooling of the buildings at the Site to ensure reasonable climate and required ambient conditions for performing Site Services; (x) office space and facilities and welfare, messing, changing and washing facilities; (xi) any drawings or information which Seller may require for the purposes of carrying out the Site Services; (xii) special tools required for commissioning of the Goods; and (xiii) analyses of feed, utilities and product according to Seller's requirements.

2.3 Under no circumstances will Seller be responsible for the acts and/or omissions of any other contractor or person provided or made available by Buyer or for any works or equipment supplied by them, either by way of a deemed employer or otherwise, or for their payment, welfare, provision of safety equipment or safe means of working, or for their work, productivity or workmanship. Buyer shall be solely responsible for any failure of such persons or contractors to strictly comply with the instructions and requirements of Seller. Buyer shall indemnify, defend and hold Seller harmless from any resulting claims and liability for loss or damage to any property or for bodily injury or death in any way arising out of the acts or omissions of any such persons and contractors, save in each case to the extent directly caused by the negligence of Seller.

3. Payment:

3.1 Buyer shall pay Seller the Contract Price pursuant to the milestone schedule set forth in Seller's Offer or the Contract.

3.2 All payments are to be made by electronic transfer, net cash without any deduction, in United States Dollars unless a different currency is stated in Seller's Offer and within 30 days of the date of Seller's applicable invoice.

3.3 Payment shall not be deemed effected until irrevocably available funds have been received in full by Seller in its nominated bank account.

3.4 Buyer shall notify Seller in writing of any objection to the validity of any invoice within 5 days of receipt, absent which the invoice shall be deemed valid and payable.

3.5 Buyer shall have no right of set-off or right to make any form of withholding or retention against any payment of the Contract Price.

3.3 If any payment is not received by the applicable date for payment, Seller shall be entitled to interest thereon at 2.5% per month and pro rata for any part thereof, without formal demand being made. In addition and upon 7 days' written notice to that effect, Seller may suspend all or part of its performance under the Contract until the payment and any due interest is received in full.

4. Taxes:

4.1 The Contract Price and any other amounts to be paid to Seller are exclusive of, and Buyer shall be responsible for, all federal, local, or municipal duties, taxes (including value added, sales, use, business, excise, gross receipts, contractor's, withholding, or similar taxes), assessments or charges of any kind, except to the extent any taxes or other charges that are assessed on the profits of Seller or which under the applicable Incoterm relating to delivery of the Scope of Work are payable by Seller. The payment of all such duties, taxes, assessments, or charges are the responsibility of Buyer. Seller must receive appropriate tax exemption certificates from Buyer; otherwise, applicable taxes will be charged by Seller on each invoice.

4.2 If any duties, taxes, assessments or charges are imposed on Seller by authorities in the country where the Scope of Work will be installed in connection with any Site Services and/or in connection with the Contract itself, Buyer shall reimburse Seller all such amounts.

4.3 Where Buyer is obliged by applicable law to make a deduction from any payment due to Seller in relation to any such duties, taxes, assessments or charges, Buyer shall increase the payment to be made such that the net payment received by Seller is without any such deduction.

5. Delivery / Risk of Loss / Delays:

5.1 Seller shall deliver the Scope of Work according to the applicable Incoterms by the date specified in the Schedule. If no Incoterm is stipulated, delivery shall be Ex Works manufacturer plant as specified by Seller. In case the respective stipulated Incoterm obliges Seller to perform any import formalities for the import into the country of delivery, Buyer at its cost is obliged to support Seller in any way reasonably required by Seller. Any delay (other than a delay by Seller) in completion of import formalities shall be an event entitling Seller to an extension of time and compensation of Costs.

5.2 Transfer of risk of loss and damage to the Scope of Work shall be in accordance with the stipulated Incoterm. The inclusion of any Site Services within Seller's Scope of Work shall not alter this transfer of risk of loss and damage and

- shall not create any assumption by Seller of any form of care, custody and control over any Buyer Scope and/or the Site.
- 5.3 In case of any delay, disruption, impediment or prevention of Seller or any breach of contract by Buyer (including third parties for whom it is responsible), Seller shall be entitled to payment by Buyer of its additional Costs and to an extension of time for any delay incurred.
- 5.4 Each party shall be released from the performance of its obligations under the Contract to the extent such performance is delayed, disrupted, hindered or obstructed by Force Majeure. The time for performance shall be extended by at least the amount of time lost due to the Force Majeure event.
- 6. Ownership:**
- 6.1 Title in the Scope of Work will transfer to Buyer when Seller has received payment of the Contract Price in full.
- 7. Warranties:**
- 7.1 Warranties regarding Scope of Work:**
- 7.1.1 Subject to the provisions of this Clause 7.1 and Clause 7.2, Seller warrants that the Scope of Work shall be free of Defects. This warranty shall expire on the last day of the Warranty Period.
- 7.1.2 Seller shall be responsible for remedying any Defect under Clause 7.1.1 provided that Buyer promptly gives detailed written notice to Seller of the Defect and in any event before the end of the Warranty Period. To the maximum extent permitted by applicable law, Seller shall have no liability for any form of Defect under Clause 7.1.1, latent or otherwise, for which it received written notification after the Warranty Period.
- 7.1.3 Where Seller is responsible for a Defect under Clause 7.1.1, Seller shall investigate and rectify the same as soon as reasonably practicable (taking into consideration the nature of the Defect, lead-time for replacement parts, etc.). Rectification of a Defect under Clause 7.1.1 relating to goods included in the Scope of Work shall be by way of repair or replacement, at Seller's option, of the relevant part of the goods that is defective. Rectification of a Defect under Clause 7.1.1 relating to Site Services and documentation included in the Scope of Work shall be by way of re-performance by Seller of the relevant part of the Site Service or documentation that is defective. Buyer shall in each case give Seller all necessary and safe access to and possession of the Site. Any replacement parts shall be delivered according to the same delivery (Incoterms) terms as specified in the Contract. Buyer shall be responsible for all labor, equipment, costs used or incurred in the disassembly, removal, transport, installation and commissioning of repaired or replaced defective parts. Seller shall not be deemed to have breached any of its warranty obligations where it has rectified a Defect according to this Clause.
- 7.1.4 Seller's responsibility for any Defect under Clause 7.1.1 is subject to the condition that it is not caused by one or more of the following: (i) normal wear and tear of parts; (ii) use of non-original spare parts; (iii) use of feed, consumables or utilities not in strict conformity with the specifications stated in the Contract or in Seller's written manuals; (iv) any failure of upstream and/or downstream equipment; (v) modifications without Seller's express prior written consent; (vi) use of corrosive or abrasive substances; (vii) the storage, handling, use, operation or maintenance of any goods which is not in strict conformity with good engineering practice, the Contract or any written requirements of Seller, including any failure to comply with Seller's written manuals or instructions and Buyer's own quality assurance requirements; (viii) information, services, personnel, equipment or other items supplied by Buyer; (ix) failure to permit Seller to perform supervision of installation and/or installation; and/or (x) other conditions or circumstances not due to the fault of Seller (collectively, "Warranty Conditions").
- 7.2 **Disclaimer and Limitations:**
 SELLER HEREBY EXCLUDES AND DISCLAIMS ALL CONDITIONS, WARRANTIES, GUARANTEES AND REPRESENTATIONS THAT ARE NOT EXPRESSLY SET OUT IN CLAUSE 7.1 OR WHICH ARE IMPLIED, STATUTORY, CUSTOMARY OR OTHERWISE AND WHICH, BUT FOR THIS EXCLUSION AND DISCLAIMER, WOULD OR MIGHT SUBSIST IN FAVOR OF BUYER, INCLUDING ANY WARRANTIES AS TO FITNESS FOR SPECIFIC PURPOSE OR MERCHANTABILITY. Buyer's remedies as set forth in Clause 7.1.3 above shall be Buyer's sole and exclusive remedies in respect of any Defect. If it is ultimately determined that this remedy fails of its essential purpose, then Seller's maximum liability is limited to the Contract Price attributable to the portion of the Scope of Work for which the exclusive remedy has failed. Seller's warranty does not include the replacement of lost refrigerant. Seller assumes no responsibility and shall have no liability for any repairs or replacements by Buyer without Seller's prior written authorization. Seller shall have no liability for the costs of removing or segregating any defective equipment so that the repairs or replacements can be made.
- 8. Confidentiality and IP:**
- 8.1 Buyer shall treat all information, drawings and data of any kind made available or provided by Seller in Seller's Offer or under the Contract whether orally, electronically, in writing, visually (such as through site visits, tests or audits) or otherwise and regardless of whether marked "confidential" ("Confidential Information") as private and confidential. Buyer shall not publish or disclose Confidential Information or any particulars thereof (except as may be necessary for the purposes of the Contract, including disclosure to its and its affiliates' officers, directors and employees, and/or as required by a recognized stock exchange or by applicable law), without the previous written consent of Seller. Buyer may use Confidential Information only for the work covered by the Contract and not for any other project. Nothing in this Clause 8 shall prevent the publication or disclosure of any Confidential Information which either has come within the public domain otherwise than by breach of this provision or was already in the possession of Buyer with a right to disclose and use such information.
- 8.2 Intellectual property or patent rights which may be obtained on the basis of the information given or made available to Buyer in Seller's Offer or under the Contract or with respect to Seller's Scope of Work, including, without limitation, any discovery, invention, improvement or enhancement to Seller's Scope of Work or the process, operating parameters, or controls associated with such Scope of Work will remain the exclusive property of Seller or its subcontractors and/or sub-suppliers, respectively. Buyer shall not, nor shall Buyer permit any third party to, reverse engineer or otherwise

technically examine, measure or test Seller's Scope of Work (except for the purposes of maintaining and operating the Scope of Work) without Seller's prior written consent.

- 8.3 To the extent the Scope of Work includes the furnishing of engineering deliverables such as, but not limited to, engineering studies, process studies, detailed price proposals, preliminary drawings, preliminary bills of materials, process and instrumentation diagrams, or specifications not concurrent with a contract for the sale of tangible goods ("Engineering Deliverables"), such Engineering Deliverables are licensed to Buyer by Seller on a fully-paid up basis only for the purpose of Buyer utilizing such Engineering Deliverables to procure equipment from Seller and no other supplier. Buyer is not authorized to use or disclose the Engineering Deliverables in connection with the purchase of equipment from any other supplier and Buyer will indemnify and hold Seller harmless from any claims, damages, losses and costs (including reasonable attorney's fees) that result from the use of any Engineering Deliverables in conflict with this provision.
- 9. Remedies and Limitations of Liability:**
- 9.1 **Exclusive Remedies:**
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER'S RIGHTS AND REMEDIES AS EXPRESSLY STATED IN THE CONTRACT (WHETHER BY WAY OF DAMAGES, PAYMENT OR REIMBURSEMENT OF COSTS, LIQUIDATED DAMAGES, PRICE REDUCTION, MAKE GOOD OR REMEDIATION, TERMINATION OR OTHERWISE) SHALL BE ITS SOLE AND EXCLUSIVE RIGHTS AND REMEDIES REGARDLESS OF THE EVENTS, CIRCUMSTANCES OR THEORY ON WHICH A CLAIM MAY BE BASED (INCLUDING TERMINATION, BREACH OF CONTRACT OR STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, INDEMNITY, RESCISSION / WITHDRAWAL OR OTHERWISE).
- 9.2 **Exclusion of Certain Damages:**
NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY, EXCEPT ONLY (i) TO THE EXTENT OF ANY LIQUIDATED DAMAGES PROVIDED FOR IN THE CONTRACT AND (ii) TO THE EXTENT THE EXCLUSION OF SELLER'S LIABILITY IS PROHIBITED BY APPLICABLE LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW):
SELLER SHALL IN NO CASE WHATSOEVER BE LIABLE FOR ANY (A) LOSS OF REVENUES OR PROFITS; LOSS OF OPPORTUNITY, PRODUCTION OR CONTRACTS; LOSS OF USE; STANDBY COSTS; LOSS OF OR DAMAGE TO FEED, RAW MATERIALS, UTILITIES OR PRODUCT; PLANT DOWNTIME OR DELAYS; LOSS OF GOODWILL; LIQUIDATED DAMAGES OR PENALTIES IMPOSED ON BUYER BY ITS CUSTOMERS OR THIRD PARTIES; BUYER'S CONTRACTUAL LIABILITY TOWARDS ANY THIRD PARTY; COSTS TO RECALL BUYER'S PRODUCT; ANY DAMAGES FINES OR PENALTIES PAYABLE BY BUYER; OR OTHERWISE FOR ANY FINANCIAL OR ECONOMIC LOSSES OR DAMAGES, AND IN EACH CASE IRRESPECTIVE WHETHER THE LOSSES OR DAMAGES IN QUESTION ARE DEEMED OR CLAIMED TO BE DIRECT, CONSEQUENTIAL, INDIRECT OR OTHERWISE, OR (B) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY, LOSSES OR DAMAGES HOWSOEVER CAUSED OR ARISING; OR (C) FOR ANY LOSS OR DAMAGE TO THE EXTENT ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF BUYER, ITS EMPLOYEES OR AGENTS OR ANY THIRD PARTY.
- 9.3 **Maximum Aggregate Liability:**
NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY, EXCEPT ONLY TO THE EXTENT THE EXCLUSION OR LIMITATION OF SELLER'S LIABILITY IS PROHIBITED BY APPLICABLE LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW), SELLER'S MAXIMUM AGGREGATE LIABILITY TO BUYER UNDER OR IN CONNECTION WITH THE CONTRACT SHALL IN NO CASE EXCEED THE CONTRACT PRICE AS RECEIVED BY SELLER, IRRESPECTIVE WHETHER SUCH LIABILITY ARISES BY WAY OF BREACH OF CONTRACT (INCLUDING TERMINATION) OR OF STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, INDEMNITY, CONTRACT PRICE REDUCTION OR REPAYMENT, TERMINATION, RESCISSION/WITHDRAWAL, MAKE GOOD OR REMEDIATION OR OTHERWISE.
- 9.4 The expiry of the Warranty Period shall, to the maximum extent permitted by applicable law, constitute conclusive evidence for all purposes and in all proceedings whatsoever between the parties that Seller has completed its obligations under or arising out of the Contract and performed the Scope of Work and made good all Defects therein in accordance with its obligations under the Contract. After the expiry of the Warranty Period, all claims of any nature whatsoever Buyer may have against Seller, whether known or not, under or arising out of the Contract and the use of the Scope of Work, and any right, cause of action and or remedy shall be deemed to be barred and extinguished. Provided always that this provision shall not apply in case of fraud or to the extent any proceedings were commenced and served in writing on Seller within the Warranty Period.
- 9.5 TO THE EXTENT THAT BUYER MAKES ANY CLAIM UNDER ANY FRAUD OR TORT THEORY FOR THE PURPOSE OF CIRCUMVENTING THE LIMITATIONS AND DISCLAIMERS SET FORTH ABOVE AND IS UNSUCCESSFUL IN PREVAILING ON THOSE CLAIMS, BUYER HEREBY AGREES TO REIMBURSE AND INDEMNIFY SELLER FOR ALL ATTORNEYS' FEES AND EXPENSES AND COSTS INCURRED BY SELLER IN DEFENDING THOSE CLAIMS.

10. Permits / Safety:

10.1 Buyer shall be responsible for (i) all permissions, consents and permits in connection with the Site; (ii) maintaining the Site in a safe working condition and as a safe place of work for all personnel at the Site at any time, providing safe means of access to the Scope of Work at all times, conducting all activities on the Site in a safe manner and as prescribed by applicable directives, laws, rules, regulations, codes and standards and as set forth in the operating and maintenance manuals and instruction sheets furnished by Seller; (iii) not removing or modifying any safety device, guard or warning sign provided as part of the Scope of Work. If Buyer fails to strictly observe any of the obligations in this Clause, Buyer shall indemnify, defend and hold Seller harmless from any resulting claims and liability arising out of loss or damage to any property or out of personal injury or death, save to the extent directly caused by the negligence of Seller.

11. Export Control:

11.1 Buyer acknowledges that the Scope of Work may be controlled by Export Control Regulations which may result in an Export Control Event. In case of an Export Control Event, Seller shall be entitled to all additional costs and expenses which may be needed for Seller to fulfill its obligations under Seller's Offer or, in case of binding contract, the Contract, including costs and expenses needed to obtain an Export License. Buyer agrees to promptly provide to Seller all necessary information that may be requested to obtain an Export License, such as end-user certificates. Seller will promptly inform Buyer about material delay to obtain an Export License, a revoked license or any prohibition to execute the contract.

11.2 If an Export License is denied or revoked or if an embargo prohibits the execution of the contract or if any other Export Control Event will hinder Seller to fulfill one or more of its contractual obligations Seller shall be excused from the performance of its obligations under Seller's Offer or, in case of binding contract, the Contract, with immediate effect. This shall, without limitation, also apply in case that Seller may be hindered to fulfill its contractual obligations due to the fact that any of Seller's suppliers or subcontractors are hindered by an Export Control Event to supply the Scope of Work all or in part. In any case, Seller shall not be liable or accountable to Buyer for any claims for delay, loss or damage in connection with an Export Control Event.

11.3 Subject to 11.2, if Seller gives notice to Buyer that its performance of Seller's Offer or, in case of binding contract, the Contract will be hindered by Export Control Regulations and/or Export License or embargos, each party shall be entitled to terminate Seller's Offer or, in case of binding contract, the Contract, by giving one week prior written notice.

11.4 Buyer shall implement and follow all necessary procedures to comply with Export Control Regulations related to the Scope of Work to be provided by Seller, and guarantees not to engage in any activity which it or Seller reasonably believes could be subject to civil, criminal or administrative liability, including but not limited to the sale, lease, transfer, or sublicensing of the Scope of Work without appropriate authorization. Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding action, fine, cost, loss and damage arising from or related to the breach of this warranty.

12. Data Processing:

12.1 Buyer agrees that Seller will collect, process and use personal data and other data disclosed by Buyer in the course of the business relation with Seller for the purpose of (1) managing and performing the Contract with Buyer (which includes the creation and processing of invoices), (2) advertising and/or offering further goods and services to Buyer and/or (3) managing the business relationship with Buyer through e.g. a customer relationship management system. Such data may include the following data categories of persons being employed or retained by Buyer *inter alia* name, title, company, function within the company, business contact details (phone- and fax-number, email-address, mail address), history of orders, history of issues (e.g. warranty claims or disputes). Within the limitation of the above described purpose, Seller can collect, process and use the above described data (i) by itself and/or through the use of affiliates or other external subSellers and (ii) from countries within and/or outside the European Union or European Economic Area. Buyer will ensure (e.g., if necessary, through consent declaration of the data subjects or other appropriate means available under the law) that Seller can use the above described data for the above described purposes.

13. Cancellation:

In case Buyer cancels or postpones a Confirmed Service Order, Buyer shall reimburse all direct costs such as, but not limited to, cancellation fees for air tickets, air freight charges and visa fees incurred by Seller in connection with such cancellation or postponement. If Buyer cancels or postpones a Confirmed Service Order less than seven calendar days before the scheduled departure date of Seller's technician, Seller reserves the right to charge a fee of up to three times the daily fee for each technician allocated for the assignment. "Confirmed Service Order" means Buyer's oral or written acceptance of the services offered.

14. Personal Security:

If, in Seller's reasonable opinion, the working environment, accommodation and transport arrangements create a personal security risk for Seller's technician, Seller has the right to discontinue the Site Services without liability to Buyer.

15. Replacement:

Seller shall have the right to replace a Seller technician with another technician equally suited for the Site Services.

16. Sub Contracting:

Seller may offer the Site Services using subcontracted staff, ensuring in any event the ability of such staff to carry out their activities.

17. Miscellaneous:

17.1 If any provision of the Contract is determined to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions and the parties will substitute the invalid or unenforceable provision by a valid provision that achieves as closely as possible the same economic effect.

17.2 Any clause or paragraph headings or other headings appearing in the Terms are for reference only and shall not affect the construction of those Clauses or paragraphs. Words importing the singular shall include the plural and vice versa where the context requires.

- 17.3 The Contract shall not be construed or interpreted against or to the disadvantage of either Buyer or Seller whether on the grounds that the Contract represents Buyer's or Seller's standard or customary terms and conditions of business and /or that the Contract and or any particular recital, article, clause and or annex or appendix thereof may have originated from Buyer or Seller or other similar grounds.
- 17.4 The Contract sets forth the entire agreement between Seller and Buyer with respect to the subject matter thereof and supersedes any previous agreement or arrangement between the parties. Except to the extent expressly and specifically set forth in the Contract, all oral representations, warranties, undertakings and other statements of any kind and all documents given or exchanged on or prior to the date of Contract (including any brochures or sales material of Seller) are expressly excluded and disclaimed by Seller. Buyer acknowledges that it has not relied on and is not relying on any such representations, warranties, undertakings, statements or documents when entering into the Contract.
- 17.5 The Contract may not be assigned by either party without the other party's prior written consent, except that no consent is required for a party to assign the Contract to an affiliate as part of a corporate reorganization. This Clause 17.5 shall not require Seller to obtain any consent to subcontract any part of its obligations under the Contract. The Contract shall be binding upon and inure to the benefit of each of the parties and to their respective legal successors and assigns. Seller may assign receivables under the Contract to a financial entity financing Seller's performance and Seller may provide to such financial entity copies of the invoices to which those receivables relate.
- 17.6 No change in, addition to, or waiver of the provisions of the Contract shall be binding upon Seller or Buyer, unless contained within an identified written formal amendment to the Contract and signed by both parties.
- 17.7 Seller is an independent contractor and nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees as well as employment related taxes. Each party will maintain appropriate workers' compensation insurance for its employees as well as general liability insurance.
- 17.8 Except when services are provided by its authorized agents or subcontractors, Seller shall be the sole employer of all individuals performing services hereunder. Seller shall assume sole and exclusive responsibility for the payment of wages to its personnel for services performed for Buyer. Seller shall, with respect to its personnel, be responsible for withholding federal, state and local income taxes, paying Social Security taxes, unemployment insurance and maintaining workers' compensation insurance coverage in an amount and under such terms as required by state law. Only Seller shall have the right to hire and fire its personnel, provide specific instructions as to the manner in which an employee performs his or her job and to set the hours of work of its personnel. In addition, Seller shall manage all employment aspects of any assigned personnel including, without limitation, employment based counseling, terminations, salary reviews, performance evaluations, work schedules, orientation, placement and rotation of assignments. The parties further acknowledge and agree that any personnel of Seller assigned to Buyer's account shall have no rights or entitlements to any of Buyer's employee benefit plans.
- 18. Disputes/Applicable law:**
- 18.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be submitted to a senior executive dispute resolution process and mediation prior to the institution of litigation; provided that the settlement negotiation process can be completed within the statute of limitations. Either party may notify the other party in writing of the nature of the claim or dispute with as much detail as possible about the alleged deficient performance of the other party (the "Dispute Notice"). Within 14 days after delivery of a Dispute Notice, a senior executive (a President or Executive Vice President level) of each party shall meet in person or by telephone at a mutually acceptable time and place in an attempt to resolve the dispute. They shall negotiate in good faith attempting to reach a resolution satisfactory to both parties. If the senior executives have not resolved the matter, or agree upon a written plan of corrective action, within 45 days of delivery of a Dispute Notice, or if they fail to meet within 30 days after delivery of a Dispute Notice, either party may initiate mediation with a mediator and mediation location acceptable to both parties. All settlement negotiations shall be confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- 18.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall exclusively be referred to and finally resolved by the competent courts in Maryland. The governing law of the Contract shall be the substantive laws of Maryland. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 18.3 EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT TO ENFORCE THE TERMS OF THE CONTRACT.
- 18.4 EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO THE RECOVERY OF ATTORNEY'S FEES EXCEPT AS PROVIDED IN THE TERMS.
- 19. Insurance:**
- 19.1 Seller shall, upon execution of the Contract and throughout the performance of its obligations hereunder, maintain in effect and shall furnish certificates of insurance upon Buyer's request evidencing the insurance coverage based on the amounts and limits as follows: (i) Comprehensive General Liability Insurance including contractual liability coverage with specific reference to liability assumed herein and including coverage for products liability and completed operations which includes coverage for bodily injury and property damage with limits of \$2,000,000 for each occurrence, and \$4,000,000 in the aggregate; (ii) Comprehensive Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles with limits of \$2,000,000 for each occurrence for bodily injury and death, and property damage; and (iii) Workmen's Compensation Insurance as required by statute in the specific jurisdiction where the work is to be performed.

- 19.2 Buyer shall ensure that Seller and its subcontractors carrying out the Site Services (if applicable) are covered under an all-risk insurance policy applicable to the Scope of Work and the Site. Such cover shall be primary and name Seller as an additional insured. Seller shall be entitled upon request to a copy of the policy in question. The deductible, if any, shall be at Buyer's cost.
- 19.3 Neither Seller nor Buyer will be liable to any insurance company (by way of subrogation or otherwise) for, and Seller and Buyer each waive and shall each cause their respective insurers to waive, any rights of subrogation or contribution with respect to, any and all claims covered by insurance. To the extent required by each party's applicable insurance policies, each party shall promptly give its insurance company written notice of the waivers contained in this paragraph and shall cause its insurance policies to be properly endorsed to effectuate the same, if necessary, to prevent the invalidation of any insurance coverage by reason of the waivers of subrogation. Each party represents that its current insurance policies allow such waiver.

ANNEX A TESTING SERVICES

This Annex A applies where where the Scope of Supply includes the testing of Buyer's materials (the "Materials") at Seller's (or its affiliate's) facility (the "Testing Services"). The terms and conditions of this Annex B shall supersede any conflicting provisions in the Terms.

1. **Price Validity.** Prices are firm for thirty (30) days from the date of Seller's offer unless extended in writing by Seller.
2. **Testing Conducted by Seller Affiliates and Export/Import Matters.** To the extent that any of Seller's affiliated companies are engaged to assist in conducting the Testing Services as a necessary party to complete the testing required by the Buyer, such Seller affiliated party and its respective employees will be covered by and subject to the terms of the Contract. To the extent that any Materials are required for any reason to be shipped outside the United States or the Materials are required to be imported (or re-imported) into the United States, Buyer will be solely responsible for (i) managing all shipping and logistics, including all making all applicable import and/or export filings in its name, and (ii) complying with all applicable U.S. and applicable foreign import and export laws related to the shipment, import, export and re-import of the Materials.
3. **Right to Use the Materials.** Buyer grants Seller the right to use the Materials solely for the purpose of conducting the Testing Services.
4. **Indemnification.** Seller will defend and indemnify Buyer for any third party claims of bodily injury or death to the extent they may arise from its and its permitted employees' (i) negligence or willful misconduct, or (ii) use, storage or disposal of the Materials in conflict with the terms of the Test Confirmation Letter or with the MSDS information provided by the Buyer to Seller for the Materials. Buyer will defend and indemnify Seller for any third party claims of bodily injury or death to the extent they may arise from the Buyer's and its employees or agents (i) negligence or willful misconduct, (ii) use, storage or disposal of the Materials by Seller or its permitted employees strictly in accordance with the terms of the Contract and the MSDS information on the Materials provided by Buyer to Seller, or (iii) failure by Buyer employees to comply with Seller's health and safety rules while on Seller's premises.

Seller will defend and indemnify Buyer for any third party claims that the design, manufacture, or functioning of the test equipment infringe such third party's intellectual property rights. Buyer will defend and indemnify Seller for any third party claims that the Materials or processing of the Materials infringe such third party's intellectual property rights.

In all cases of either party's indemnity provided in this paragraph, the party seeking indemnity must promptly notify the other party in writing of such claim of infringement; the defense of any legal action relating to such claim will be under the direction and control of the indemnifying party; the indemnified party shall cooperate with the indemnifying party in making such defense; and the indemnifying party will have complete control of the litigation or proceeding, including the amount of any settlement (provided the indemnified party has no monetary contribution obligation with regard to such settlement) and the choice in retention of counsel, and shall bear all expenses of such defense; provided, however, that the indemnified party may be represented in such action by its own counsel at its own expense
5. **Health and Safety.** All employees of Buyer that participate in observing the Testing Services, to the extent permitted by Seller, must comply with all test specific instructions established by Seller as well as Seller's health and safety rules. Depending on the type of testing and the level of participation by the employees of Buyer, each employee may be required to participate in a health and safety training and may be required to acknowledge their participation in such training in writing prior to such person being granted access to any Seller testing area.
6. **Disposal of Materials.** If the Materials are regulated as hazardous or otherwise regulated or restricted materials by any governmental agency, Buyer must advise Seller of any such regulations and required actions that must be taken by Seller. Regardless of the hazardous nature of the Materials, to the extent that any destruction or disposal by Seller is deemed in Seller's sole discretion to be unduly burdensome to Seller, Seller may require the Buyer to take all required actions for the proper destruction or disposal in accordance with all applicable laws and regulations.
7. **Damage to Material.** Seller is in no way responsible or liable to the Buyer if in connection with the Testing Services the Material is damaged, destroyed, transformed, modified, etc. and the Buyer assumes the full risk of this possibility.
8. **Seller Technology.** All rights and title in and to Seller's process equipment and equipment processes, including without limitation, process and operating parameters applied to Seller's equipment in connection with the Testing Services, including all intellectual property rights thereto and therein (collectively, "Seller Technology"), are owned by Seller and at all times remain Seller's and nothing in the Contract shall grant Buyer any ownership rights in or to the Seller Technology. Any and all enhancements, clones, improvements, discoveries, derivatives and modifications, whether or not patentable, related to, arising out of or dominated by, the Seller Technology that are made, directly or indirectly, by Seller, exclusively or with any other person or entity, shall be solely, fully and completely owned by Seller.

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)

Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2024.07.22 10:35:22 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.07.24 12:56:55 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.07.25 07:37:42 -05'00'

City Council (\$30,000 – Up)





City of High Point

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

Master

File Number: 2024-305

File ID: 2024-305

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Memorandum of Understanding for a Feasibility Study
City Council is requested to consider a Memorandum of Understanding for Piedmont Triad Regional Water Authority (PTRWA) to conduct a feasibility study of the City of Asheboro joining the PTRWA and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: PTRWA Feasibility Memorandum of Understanding

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Piedmont Triad Regional Water Authority Memorandum of Understanding	
FROM: Damon Dequenne – Assistant City Manager	MEETING DATE: August 5, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Memorandum of Understanding	

PURPOSE: To establish and document the intention of Piedmont Triad Regional Water Authority (PTRWA), its members, and the City of Asheboro, North Carolina (Asheboro) to collaborate on conducting a feasibility analysis of Asheboro joining PTRWA as a member via a Memorandum of Understanding (MOU).

BACKGROUND: PTRWA is a North Carolina municipal corporation established in December of 1986 by the Cities of Archdale, Greensboro, High Point, Randleman, the Town of Jamestown, and Randolph County, organized under Section 162A-3.1 of the North Carolina Water and Sewer Authorities Act to provide water utility services to its current members.

In response to growing regional needs for sewer capacity and treatment, as well as local infrastructure needs in Asheboro, PTRWA, its members and Asheboro desire to study the impacts and opportunities of Asheboro joining PTRWA as a member. Asheboro's location is geographically advantageous for regional wastewater solution and has the potential to provide long term benefits to region and the current PTRWA members. The analysis will be funded by PTRWA with full participation by the existing members and is designed to determine the operational, organizational, financial, governance and legal impacts to PTRWA, its members, and the City of Asheboro should they become a member.

BUDGET IMPACT: None

RECOMMENDATION/ACTION REQUESTED: Staff recommends approval of the MOU for PTRWA to conduct a feasibility study of the City of Asheboro joining PTRWA and authorizing appropriate officials and/or staff to execute the same.

Memorandum of Understanding between the Piedmont Triad Regional Water Authority, its members, and the City of Asheboro, North Carolina to collaborate on a joint initiative to evaluate the feasibility of the City of Asheboro, North Carolina becoming a member of the Authority

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 5th day of **August**, 2024 (the “Effective Date”) by and between the Piedmont Triad Regional Water Authority (“Authority”), the members of the Authority, and the City of Asheboro, North Carolina (“Asheboro”), to document their intention to collaborate on conducting a feasibility analysis of having Asheboro join the Authority. The Authority and Asheboro may be referred to in this document individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, The Authority is a North Carolina municipal corporation established in December of 1986 by the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the City of High Point, North Carolina, the City of Randleman, North Carolina, the Town of Jamestown, North Carolina, and the County of Randolph County, North Carolina organized under Section 162A-3.1 of the North Carolina Water and Sewer Authorities Act to provide water utility services to its current members; and

WHEREAS, The Authority has recently completed a Board of Directors led Strategic Planning effort (the “Strategic Plan”); and

WHEREAS, The Authority’s Strategic Plan seeks to “Enhance Regionalization of Water and Wastewater Resources;” and

WHEREAS, The North Carolina Department of Environmental Quality (“NCDEQ”) released a report dated May 1, 2024 of the findings of a [Regional Water & Wastewater Infrastructure Concept Plan US 421 Corridor](#); and

WHEREAS, the Parties believe that an enhanced approach to water resource planning by expanding the membership of the Authority could best serve the region, inclusive of underserved communities; and

WHEREAS, The Parties are interested in evaluating the feasibility of adding Asheboro to the membership of the Authority; and

WHEREAS, The Parties endeavor to determine the operational, organizational, financial, governance, and legal impacts to the Authority, its members, and the City of Asheboro should Asheboro become a member.

NOW, THEREFORE, the Parties hereby agree in principle as follows:

To determine the feasibility and impact to the Authority and each of the current members of the Authority, the City of Asheboro, and underserved communities cause by adding the City of Asheboro to the membership of the Authority, the Parties agree to:

- Participate in a joint feasibility study, led by the Authority to determine the feasibility of enhanced regionalization of water resources as described in the NCDEQ study referenced above by adding Asheboro to the membership of the Authority.
- Collaborate in good faith by sharing water and wastewater utility operational, legal, regulatory, financial, and organizational information with the Authority enabling the Parties to complete a detailed evaluation of the impacts to each participating jurisdiction should Asheboro join the Authority.
- Engage and collaborate with the Authority and NCDEQ to gain support for potential regional solutions as described in the NCDEQ study referenced above.
- If the Parties agree that Asheboro should become a member of the Authority, work collaboratively to determine the requirements of that membership and any revisions to the overall membership/bylaws of the Authority.
- Receive quarterly updates from the Authority and their consultants on findings of the feasibility analysis.

AGREED, this the ____ day of _____, 2024.

Piedmont Triad Regional Water Authority

By: _____
Chairman

By: _____
Executive Director

AGREED, this the _____ day of _____, 2024.

City of Asheboro

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

City of Greensboro

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

City of Archdale

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

City of Randleman

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

Town of Jamestown

By: _____
Mayor

By: _____
Town Manager

AGREED, this the 5th day of August, 2024.

City of High Point

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

Randolph County

By: _____
Chairman

By: _____
County Manager



City of High Point

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

Master

File Number: 2024-307

File ID: 2024-307

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Contract with the North Carolina League of Municipalities
City Council is requested to consider a contract with the North Carolina League of Municipalities in the amount of \$102,104 for Workers' Compensation Services from September 1, 2024 to August 31, 2027 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: NCLM Contract - Workers' Compensation

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with the North Carolina League of Municipalities	
FROM: Angela Kirkwood, Director of Human Resources	MEETING DATE: August 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: none	

PURPOSE: The City of High Point contracts with a third-party administrator to manage workers' compensations claims to ensure timely care and lost wage payments.

BACKGROUND: The City of High Point is currently under contract with NCLM to provide third-party workers' compensation claims administration for an annual fee of approximately \$36,454.00. The current agreement expires August 31, 2024.

The Department of Human Resources requested proposals from three vendors known for their expertise in working with local governments and municipalities to administer worker's compensation claims. Compensation Claims Solutions, PMA Management Corp., and the North Carolina League of Municipalities provided proposals and presentations of their services.

The proposed services from all three vendors include:

- Processing and distributing all required North Carolina Industrial Commission (NCIC) employer and employee forms.
- Electronic access to claim files, including the ability to view files and notes, complete NCIC forms, and claim cost information.
- A dedicated claims professional is assigned to service the City of High Point account, including attendance at all mediations and hearings.
- Re-pricing of medical invoices for discounts in compliance with the current North Carolina Industrial Commission fee schedule.
- Monthly and year-to-date claims expense reports.

BUDGET IMPACT: Funding is available in the FY 2024-2025 budget.

RECOMMENDATION/ACTION REQUESTED: The Human Resources Department recommends approval of the contract for workers' compensation services to the North Carolina League of Municipalities from September 1, 2024, to August 31, 2027, in the amount of \$102,104 and that the appropriate City official(s) and/or employee be authorized to execute all necessary documents.



City of High Point

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

Master

File Number: 2024-308

File ID: 2024-308

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Wesco, Inc.
City Council is requested to consider a purchase from Wesco, Inc. in the amount of \$3,178,681.54 for two upcoming streetscape projects for Washington Street and the downtown Showroom District. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase - Wesco, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM

TITLE: Washington Street & Downtown Underground, Showroom Dist. – Material Purchase	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: Sourcewell – 091422-WES
ATTACHMENTS: Sourcewell Quote Itemized Material List Bid Recommendation Form	

PURPOSE: The City is procuring materials (underground wire, conduit, vaults, transformers, lights, etc.) for two upcoming streetscape projects, Washington Street and the downtown showroom district.

BACKGROUND: The Electric Department is procuring materials to be used on two undergrounding projects (both projects are in the Electric CIP). The Warehouse Division of the Finance Department is utilizing our Sourcewell contract to procure materials for this project, and the Electric Department will self-perform the work after conduit and vaults are installed. Both the Washington Street and Showroom District improvements are previously approved projects, with the HP Market Authority receiving a grant for the Showroom District improvements. These are all standard materials used regularly by the City of High Point Electric Utilities department.

BUDGET IMPACT: Funds are included in the Electric capital budget to cover both projects.

RECOMMENDATION/ACTION REQUESTED: Staff are recommending that City Council approve, and the department be given the ability to procure these materials. The department is recommending that the bid for this material to be awarded to Wesco, Inc. for \$3,178,681.54.





Sourcewell Contract #091422-WES

WESCO BID PROPOSAL

CITY OF HIGH POINT, NC / WASHINGTON STREETScape PROJECT – BILL OF MATERIAL

HIGH POINT W/N	QUANTITY	U/M	DESCRIPTION	MANUFACTURER	PART-NUMBER
	70	E	COBRA LED STREETLIGHTS	AEL	ATBM P40 R3 P7 BK RFD300367 [#385] – BLACK
822	2	E	150KVA, 120/208 PAD UNIT	GE	QRJX289
823	1	E	225KVA, 120/208 PAD UNIT	GE	QRJX297
824	1	E	300KVA, 120/208 PAD UNIT	GE	QRJX299
4344	1	E	45KVA, 120/208 PAD UNIT	GE	QRJX290
825	1	E	500KVA, 120/208 PMT	GE	QRJX295
816	2	E	50KVA, 120/240 TRANSFORMER	GE	QGGX118
820	2	E	75KVA, 120/208 PAD UNIT	GE	QRJX296
817	1	E	75KVA, 120/240 TRANSFORMER	GE	QGGV102
	15	E	18' MH round straight aluminum pole x 5" x .125" wall with tenon top, and a standard powder coat Bronze finish	HAPCO	LIS18B5-4-SRT4.38x12-BM
	18	E	5X5 BOX	HOG SLAT	NC15001
	12	E	44-BOX	HOG SLAT	NC15003
4114	16	E	7X12X10 VAULTS	HOG SLAT	NC15006
	8	E	TRANSFORMER PAD 3PH 104"X79"X8"	HOG SLAT	NC17011-104X79
	13	E	SIDEWALK HH	HOG SLAT	NC17103
	30	E	WASHING UTILITY PED LIGHTS, ASSEMBLY	HOLOPHANE	AB-31-4
	15	E	Colorado aluminum pole, 18FT, Shaft, 5IN diameter smooth, .25 wall, 12IN Base, Square Pattern Bolt Circle, 4	HOLOPHANE	COA 18 S5J 12S G12 BZ RFD345092
	15	E	GlasWerks® Prismatic LED Vienna®, P60 performance package, 4000K, 120-277V, Type 3 asymmetric bowl glass	HOLOPHANE	GNLB3 P60 40K MVOLT BG3 QSM BZ PR7 NL1X1
	3	E	WASHING UTILITY PED LIGHTS, ASSEMBLY	HOLOPHANE	TMP-98
	15	E	Valencia Glaswerks Arm, 27IN, Single arm, Tenon mount, Quick stem mount, Bronze	HOLOPHANE	VLC 27IN 1A TN QSM BZ
	30	E	WASHING UTILITY PED LIGHTS, POSTLITE LED	HOLOPHANE	WAE3 P30 40K MVOLT MS GL3 BK BMS TBK PR7

	30	E	WASHING UTILITY PED LIGHTS, AL POLE	HOLOPHANE	WDA 16 F5J 19D C03 BK
	6	E	PE=30 HH	HUBBELL LENOIR CITY	PE30HDXCLBC3
113	21900	FT	750 MCM PRIMARY	OKONITE	142-23-9096
2904	8300	FT	1/0-15KV PRIMARY	OKONITE	161-23-3069
59	7500	FT	#2 AL TPX	PRIORITY WIRE & CABLE	2-03ALUM-UD-RUG-*1000
82	11500	FT	350 MCM QPX	PRIORITY WIRE & CABLE	350-04ALUM-UD-BULK
3263	13500	FT	500 MCM QPX	PRIORITY WIRE & CABLE	500-04ALUM-UD-BULK
357/358	11200	FT	2" PVC CONDUIT	SOUTHERN PIPE	2-IN-PVC-SCHED-40-10FT
352	10700	FT	3" PVC CONDUIT	SOUTHERN PIPE	3-IN-PVC-SCHED-40-10FT
350	33800	FT	4" PVC CONDUIT	SOUTHERN PIPE	4-IN-PVC-SCHED-40-10FT
3247	23100	FT	6" PVC CONDUIT	SOUTHERN PIPE	6-IN-PVC-SCHED-40-10FT
11284	5	E	SF6-6W SUB. SWITCH	TRAYER	G106CM4
3631	1	E	SF6-5W PAD MOUNTED SWITCH	TRAYER	G3800C56M1WXY
11220	1	E	SF6-6W PAD SWITCH	TRAYER	G3800C82M1WXY
				TOTAL	\$3,178,681.54
				*STANDARD PACKAGING MAY APPLY	
				*ALL PRICING SUBJECT PRIOR TO SALE, DUE TO MARKET VOLATILITY AND COST OF RAW MATERIALS	
				*FREIGHT ALLOWED	

BID RECOMMENDATION

DEPARTMENT: **Electric**

COUNCIL AGENDA DATE: **August 1, 2024**

BID NO.: **Sourcewell Contract** CONTRACT NO.: **Sourcewell - 091422** DATE OPENED: **N/A**

DESCRIPTION:
Washington Street & Downtown Underground, Showroom Dist. – Material Purchase

PURPOSE:
The City is procuring materials (underground wire, conduit, vaults, transformers, lights, etc.) for two upcoming streetscape projects, Washington Street and the downtown showroom district.

COMMENTS:
The Electric Department is procuring materials to be used on two undergrounding projects (both projects are in the Electric CIP). The Warehouse Division of the Finance Department is utilizing our Sourcewell contract to procure materials for this project, and the Electric Department will self-perform the work after conduit and vaults are installed.

RECOMMEND AWARD TO: **WESCO Distribution** AMOUNT: **\$3,178,681.54**

JUSTIFICATION:
Both the Washington Street and Showroom District improvements are previously approved projects, with the HP Market Authority receiving a grant for the Showroom District improvements. These are all standard materials used regularly by the City of High Point Electric Utilities department.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
431799	533701	431251026499	40202	\$4,000,000
431799	533701	431251026205	40202	\$3,100,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tyler Berrier** Digitally signed by Tyler Berrier Date: 2024.07.25 10:39:29 -04'00' DATE: **July 25, 2024**

The Purchasing Division concurs with recommendation submitted by the **Electric** **and recommends award to the lowest responsible, responsive bidder** **WESCO Distribution** **in the amount of \$** **3,178,681.54**.

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.07.25 16:43:46 -04'00' DATE: **7/25/2024**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.07.25 15:47:04 -05'00' DATE: **7/25/24**

CITY MANAGER: **[Signature]** DATE: **[Signature]**
(For City Council Approval Only)



City of High Point

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

Master

File Number: 2024-309

File ID: 2024-309

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Contract with SHI, Inc.
City Council is requested to consider a contact with SHI, Inc. in the amount of \$135,209.46 for the renewal of licensing for Checkpoint firewall appliances and that the appropriate City Official(s) be authorized to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - SHI, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Checkpoint Firewall License/Support – SHI, Inc.	
FROM: Virginia Baskins, Assistant IT Services Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Checkpoint Quote SHI, Inc. Recommendation Form	

PURPOSE: Annual renewal of licensing for Checkpoint firewall appliances.

BACKGROUND: The City of High Point uses Checkpoint Quantum 7000 series Next-Generation Firewalls for threat prevention and to secure connections to information systems. Checkpoint Edge devices are used at the City’s remote sites to establish a secure connection back to the City’s internal network via VPN. This renewal allows the City to continue to use these appliances, gain access to updates, and obtain support when needed. The purchase will occur under the Charlotte Technology Products and Related Services purchasing contract (Contract # 2020000547). The total amount of the purchase is \$135,209.46.

BUDGET IMPACT: Funds are available in the FY 2024-25 budget.

RECOMMENDATION /ACTION REQUESTED: The Department of Information Technology Services recommends approval of the contract to SHI, Inc. in the amount of \$135,209.46 and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Pricing Proposal
 Quotation #: 24920777
 Created On: 5/31/2024
 Valid Until: 7/19/2024

NC-City of High Point

Inside Account Manager (IAM)

Scott White

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

Wan Tangtrakul

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-715-3197
 Fax: 732-868-6055
 Email: SoutheastTeamGov@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CHECK POINT ENTERPRISE SUPPORT SUPP PRICING VARIES Check Point Software - Part#: CPES-SS-PREMIUM Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Serial #: UC# 5313969, 8101363, 8337279 Coverage Term: 8/1/2024 – 7/31/2025	1	\$62,979.51	\$62,979.51
2	PREMIUM DIRECT SUP FOR 1575W Checkpoint Systems, Inc. - Part#: CPES-SS-PREMIUM-1575W Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Serial #: UC# 5313969, 8101363, 8337279 Coverage Term: 8/1/2024 – 7/31/2025	7	\$301.81	\$2,112.67
3	ENTERPRISE BASE PROTECTION NGTX SUPP PRICING VARIES Check Point Software - Part#: CPEBP-NGTX Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Serial #: UC# 5313969, 8101363, 8337279 Coverage Term: 8/1/2024 – 7/31/2025	1	\$58,337.86	\$58,337.86
4	1YR COMPLIANCE BLADE MANAGING UP TO 25 GATEWAYS Check Point Software - Part#: CPSB-COMP-25-1Y Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Serial #: UC# 5313969, 8101363, 8337279 Coverage Term: 8/1/2024 – 7/31/2025	1	\$8,486.15	\$8,486.15
5	SMARTEVENT AND SMARTREPORTER FOR 10GATEWAYS Check Point Software - Part#: CPSB-EVS-10-1Y Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Serial #: UC# 5313969, 8101363, 8337279 Coverage Term: 8/1/2024 – 7/31/2025	1	\$3,293.27	\$3,293.27
			Total	\$135,209.46

Additional Comments

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.

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: 8/5/2024

BID NO.: N/A CONTRACT NO.: CTPRS #2020000547 DATE OPENED: N/A

DESCRIPTION:
Annual renewal of licensing for Checkpoint firewall appliances.

PURPOSE:
The Checkpoint annual license and support renewal allows the City to continue to use these appliances, gain access to updates, and obtain support when needed.

COMMENTS:
This is a comprehensive renewal not only covering the Checkpoint Next Generation Firewalls at the edge of the City's network but also the Checkpoint Edge devices that allow remote facilities secure access to our network.

RECOMMEND AWARD TO: SHI, Inc. AMOUNT: \$135,209.46

JUSTIFICATION:
This acquisition is a continuation of software licensing and support for these appliances.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101241	527216			\$135,209.46
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Adam Ward Digitally signed by Adam Ward Date: 2024.07.24 10:04:42 -04'00' DATE: 7/24/24

The Purchasing Division concurs with recommendation submitted by the Information Services and recommends award to the lowest responsible, responsive bidder SHI, Inc. in the amount of \$ 135,209.46.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.07.25 08:56:57 -04'00' DATE: 7/25/2024

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.07.25 08:03:16 -05'00' DATE: 7/25/24

CITY MANAGER: DATE:



City of High Point

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

Master

File Number: 2024-310

File ID: 2024-310

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Capital Chevrolet
City Council is requested to consider a purchase of two Chevrolet 2500 trucks from Capital Chevrolet in the amount of \$97,483.12 and declare the current trucks as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase - Capital Chevrolet

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Two Chevrolet 2500 Trucks	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Electric and Fire Departments are each currently utilizing a three-quarter ton truck that needs replacement based on age and overall condition. Using the NC State Contract# 2510A (2) Chevrolet 2500 4WD Trucks are being recommended for council approval.

BACKGROUND: The Electric and Fire Departments are each currently utilizing a three-quarter ton truck that needs to be replaced due to age, condition, and mileage. Capital Chevrolet has the Chevrolet 2500 that will continue to meet their needs. The price of \$47,321.90 is for the truck and equipment package with DMV fees of \$1,419.66. The total cost of two (2) is \$97,483.12. Delivery is estimated to be 280-365 days.

BUDGET IMPACT: Funds are available in the 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing two (2) Chevrolet 2500 trucks from Capital Chevrolet in the amount of \$97,483.12. Recommendations also include declaring the current trucks as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:
The Electric and Fire Department are currently utilizing three (3) quarter ton trucks that need to be replaced due to age, condition, and mileage. Using the NC State Contract# 2510A two (2) 2025 Chevrolet 2500 Trucks are being recommended for Council approval.

COMMENTS:
The price of \$47,321.90 is for the truck and equipment package with DMV fees of \$1,419.66. Total cost of two (2) is \$97,483.12. Estimated delivery is 280-365 days.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:
Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC State Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$97,483.12
TOTAL BUDGETED AMOUNT				\$97,483.12

DEPARTMENT HEAD: Digitally signed by KEVIN ROGERS Date: 2024.07.19 09:54:26 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon Date: 2024.07.24 11:29:38 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn Date: 2024.07.25 07:35:07 -05'00' DATE:

Approved for Submission to Council

CITY MANAGER: (For City Council Approval Only) DATE:



City of High Point

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

Master

File Number: 2024-311

File ID: 2024-311

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Rodders and Jets Supply
City Council is requested to consider a purchase of two Freightliner 114SD chassis with Vacall AJV 1015 bodies from Rodders and Jets Supply in the amount of \$1,156,081 and declare the old units as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase - Rodders and Jets Supply

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Freightliner 114SD with Vacall AJV 1015 Body	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Water Mains Division is currently utilizing a 2015 and a 2016 Freightliner chassis with Vacall bodies that need replacement due to usage and overall condition. Using the Sourcwell Contract# 101221-GRD, two (2) Freightliner 114SDs with Vacall AJV 1015 bodies are being recommended for Council approval.

BACKGROUND: The Water Mains Division is currently utilizing a 2015 and a 2016 Freightliner chassis with Vacall bodies that need to be replaced due to usage, overall condition, operating cost, and hours. Rodders and Jets Supply has the Freightliner 114SD chassis with Vacall AJV 1015 Body that will continue to meet their needs. The price of \$578,040.50 is for the chassis, Vacall body, extended warranty, operator training, and delivery. The price of two (2) is \$1,156,081. Delivery is estimated to be 365+ days.

BUDGET IMPACT: Funds are available in the 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing two (2) Freightliner 114SD chassis with Vacall AJV 1015 bodies from Rodders and Jets Supply in the amount of \$1,156,081. This item also includes declaring the old units as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$1,156,081
TOTAL BUDGETED AMOUNT				\$1,156,081

DEPARTMENT HEAD: Digitally signed by KEVIN ROGERS Date: 2024.07.19 09:55:36 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon Date: 2024.07.24 14:49:14 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn Date: 2024.07.25 07:41:16 -05'00' DATE:

Approved for Submission to Council

CITY MANAGER: (For City Council Approval Only) DATE:



City of High Point

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

Master

File Number: 2024-312

File ID: 2024-312

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Carolina Environmental Systems, Inc.
City Council is requested to consider a purchase of a new 2025 Battle Motors LET2 cab/chassis with Heil Dura Pack 40 cubic yard body from Carolina Environmental Systems, Inc in the amount of \$396,986.00 and declare the current truck as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase - Carolina Environmental Systems, Inc

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Front-End Loader Refuse Truck	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Fleet Services Department needs to order a front-end loader refuse truck for the daily needs of environmental services. Using the Heil Sourcwell Contract #110223-THC a 2025 Battle Motors LET2 cab/chassis with Heil DuraPack 40 cubic yard full eject front end loading refuse body is being recommended for Council approval.

BACKGROUND: The Environmental Services Division is currently utilizing a 2014 Peterbilt front-end loader that needs replacement due to age, condition, and usage. Using the Heil/Sourcwell Contract# 110223-THC, a 2025 Battle Motors LET2 cab/chassis with Heil DuraPack 40 cubic yard full eject front end loading refuse body is being recommended for Council approval. The new unit is like other trucks they are using and will meet their needs. The price of \$396,986 is for the truck, training, extended warranty, and delivery. The estimated delivery is less than 365 days.

BUDGET IMPACT: Funds are available in the 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing the new 2025 Battle Motors LET2 cab/chassis with Heil Dura Pack 40 cubic yard body from Carolina Environmental Systems, Inc in the amount of \$396,986.00. Recommendation also includes declaring the current truck as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT: **Fleet Services Department**

COUNCIL AGENDA DATE: **August 5, 2024**

BID NO.: **Sourcewell Contract** CONTRACT NO.: **110223-THC** DATE OPEN:

DESCRIPTION:
2025 Battle Motors LET2 cab/chassis with Heil DuraPack 40 cubic yard full eject front end loading refuse body.

PURPOSE:
The Environmental Services Division is currently using a 2014 Peterbilt 320 truck that needs to be replaced due to age and overall condition. The new Battle Motors LET2 will meet their current needs.

COMMENTS:
The price of \$396,986 is for the front-loader, operator training, extended warranty, and delivery. Estimated delivery is 365+ days.

RECOMMEND AWARD TO: **Carolina Environmental Systems** AMOUNT: **\$396,986**

JUSTIFICATION:
Using the bid allows the City of High Point to take advantage of the volume discount offered through the Sourcewell Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$396,986
TOTAL BUDGETED AMOUNT				\$396,986

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS Date: 2024.07.19 09:53:40 -04'00' DATE: **07/19/2024**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **Carolina Environmental Systems** in the amount of **\$396,986.00**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.07.24 12:09:58 -04'00' DATE: **7/24/2024**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.07.25 07:36:46 -05'00' DATE: **7/25/24**

Approved for Submission to Council

CITY MANAGER: (For City Council Approval Only) DATE:



City of High Point

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

Master

File Number: 2024-313

File ID: 2024-313

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 07/26/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Capital Chevrolet
City Council is requested to consider a purchase of three Chevrolet 2500 chassis with utility bodies from Capital Chevrolet in the amount of \$182,671.05 and declare the current trucks as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Purchase - Capital Chevrolet

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Chevrolet 2500 Chassis with Utility Bodies	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 5, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Customer Service Department is currently utilizing three (3) three-quarter ton trucks with utility bodies that need replacement based on age and overall condition. Using the NC State Contract# 2510A, three (3) Chevrolet 2500 4WD chassis with Knapheide utility bodies are being recommended for Council approval.

BACKGROUND: The Customer Service Department is currently utilizing three (3) three-quarter ton trucks with utility bodies that need replacement due to age and overall condition. Capital Chevrolet has the 2025 Chevrolet 2500 with Knapheide body that will continue to meet their needs. The price of \$59,116.84 is for the truck, utility body and equipment package with DMV fees of \$1,773.51. Total cost of three (3) is \$182,671.05. Delivery is estimated to be 280-365 days.

BUDGET IMPACT: Funds are available in the 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing three (3) Chevrolet 2500 chassis with utility bodies from Capital Chevrolet in the amount of \$182,671.05. Recommendations also include declaring the current trucks as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$182,671.05
TOTAL BUDGETED AMOUNT				\$182,671.05

DEPARTMENT HEAD: Digitally signed by KEVIN ROGERS Date: 2024.07.19 09:54:56 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon Date: 2024.07.24 11:39:37 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn Date: 2024.07.25 07:35:59 -05'00' DATE:

Approved for Submission to Council

CITY MANAGER: (For City Council Approval Only) DATE:



City of High Point

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

Master

File Number: 2024-315

File ID: 2024-315

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2024

File Name:

Final Action:

Title: Consideration of Reappointments to the Parks and Recreation Commission
City Council is requested to confirm the reappointments of Lauren Britton, Jennifer Mays, Nathan Morelli, and Derek Pegram to the Parks and Recreation Commission with all terms effective immediately and expiring July 1, 2027.

Notes:

Sponsors:

Enactment Date:

Attachments: Reappointments to the Parks and Recreation Commission

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Reappointments – Parks and Recreation Commission	
FROM: City Clerk's Office	MEETING DATE: August 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: none	

PURPOSE: To confirm the reappointments of Lauren Britton, Nathan Morelli, and Derek Pegram to the Parks and Recreation Commission.

BACKGROUND: Council Member Harman is recommending the reappointment of Lauren Britton, Mayor Pro Tempore Holmes is recommending the reappointment of Nathan Morelli, and Council Member Andrew is recommending the reappointment of Derek Pegram to the Parks and Recreation Commission with all terms effective immediately and expiring July 1, 2027.

BUDGET IMPACT: none

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the reappointments of Lauren Britton, Nathan Morelli, and Derek Pegram to the Parks and Recreation Commission with all terms effective immediately and expiring July 1, 2027.



City of High Point

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

Master

File Number: 2024-319

File ID: 2024-319

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/31/2024

File Name:

Final Action:

Title: Consideration of Reappointments to the Library Board of Trustees
City Council is requested to confirm the reappointment of Forrest Littleton; term effective immediately and expiring on October 31, 2025 and reappointments of Dorotea Evans and Donna Kaiser with terms effective immediately and expiring on October 31, 2026.

Notes:

Sponsors:

Enactment Date:

Attachments: Reappointments to the Library Board of Trustees

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Reappointments – Library Board of Trustees	
FROM: City Clerk's Office	MEETING DATE: August 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: none	

PURPOSE: To confirm the reappointments of Dorotea Evans, Donna Kaiser, and Forrest Littleton to the Library Board of Trustees.

BACKGROUND: Council Member Johnson is recommending the reappointment of Forrest Littleton to the Library Board of Trustees; term effective immediately and expiring on October 31, 2025. Council Member Andrew is recommending the reappointment of Dorotea Evans, and Council Member Moore is recommending the reappointment of Donna Kaiser to the Library Board of Trustees with terms effective immediately and expiring on October 31, 2026.

BUDGET IMPACT: none

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the reappointment of Forrest Littleton; term effective immediately and expiring on October 31, 2025, and the reappointments of Dorotea Evans and Donna Kaiser with terms effective immediately and expiring on October 31, 2026.