

City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair Committee Members: Monica Peters Michael Holmes Tim Andrew

Cyril Jefferson, Mayor (Alternate) Michael Holmes, Mayor Pro Tem (Alternate)

Thursday, September 12, 2024

4:00 PM

Council Chamber

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

1. 2024-359 Consideration of a Contract with Cigna Healthcare City Council is requested to consider a contract with Cigna Healthcare for city employee healthcare coverage for 2025 and authorize the appropriate

City Official(s) to execute all necessary documents.

Attachments: Cigna Contract Renewal

2. 2024-338 Consideration of a Contract with Moetivations, Inc.

> City Council is requested to consider a contract with Moetivations, Inc. for an amount not to exceed \$177,697.92 to provide temporary staffing for 911 Communications for a period of six months and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: Moetivations - 911 Telecommunications

3. 2024-339 Consideration of a Contract with Motorola Services, Inc.

> City Council is requested to consider a contract with Motorola Services, Inc. in the amount of \$583,729.40 for the purchase of 95 portable radios and supporting materials and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: Motorola Solutions, Inc.

2024-340 Consideration of a Contract with Graybar, Inc. 4.

> City Council is requested to consider a contract with Graybar, Inc. in the amount of \$135,764.71 for a replacement UPS (Battery Backup) unit for the Primary Radio Tower Site and authorize the appropriate City Official(s)

to execute all necessary documents.

		Attachments: Graybar, Inc UPS Replacement
5.	2024-356	Consideration of a Contract with Mimecast City Council is requested to consider a contract with Mimecast in the amount of \$106,459.86 for annual renewal of subscription-based services and authorize the appropriate City Official(s) to execute all necessary documents. <u>Attachments:</u> Mimecast - Contract
6.	2024-341	Consideration of a Grant Agreement with North Carolina Department of Transportation (NCDOT) City Council is requested to consider a grant agreement with NCDOT for the federal and state share of the FY25 Section 5303 Planning Grant and authorize the appropriate City Official(s) to execute all necessary documents. Attachments: NCDOT Planning Grant Agreement
7.	2024-343	Consideration of Ratification of the Purchase of Property at 2613 Willard Dairy Road City Council is requested to ratify the purchase of property at 2613 Willard Dairy Road in the amount of \$70,000 for the future construction of the Penny Road Extension. Attachments: Property Acquisition - 2613 Willard Dairy Rd.
8.	2024-344	Consideration of a Contract with A&A Security City Council is requested to consider a contract with A&A Security in the amount of \$126,921.60 for after hours security guard services at the Municipal Operations Center and authorize the appropriate City Official(s) to execute all necessary documents. Attachments: A&A Security - Services at MOC
9.	<u>2024-345</u>	Consideration of a Sole Source Agreement with AiDash City Council is requested to consider a sole source agreement with AiDash in the amount of \$61,000 per year for a total of \$183,000 over a 3-year period for a vegetation management system and authorize the appropriate City Official(s) to execute all necessary documents. Attachments: AiDash - Vegetation Management System
10.	2024-346	Consideration of a Report of Surplus Equipment Disposal City Council is requested to consider a report from Fleet Services outlining the disposal of surplus equipment. <u>Attachments:</u> Surplus Equipment Disposal Report
11.	2024-347	Consideration of a Purchase from Ascendum Machinery City Council is requested to consider a purchase from Ascendum Machinery in the amount of \$265,546.40 for one (1) Lee Boy 8515E Asphalt Paver.

		Attachments: Ascendum Machinery- Lee Boy 8515E Asphalt Paver
12.	2024-348	Consideration of a Purchase from Deere & Company City Council is requested to consider a purchase from Deere & Company in the amount of \$245,148.62 for two (2) John Deere 6230 tractors and declaring the old tractors and mowing accessories as surplus and disposing through the online auction process. <u>Attachments:</u> Deere & Company - 6230 Tractors
13.	2024-349	Consideration of a Purchase from Piedmont Truck Center City Council is requested to consider a purchase from Piedmont Truck Center in the amount of \$110,149.20 for one (1) Ford F750 truck and declare the current truck as surplus and disposing through the online auction process. Attachments: Piedmont Truck Center - Ford F750 Truck
14.	2024-350	Consideration of a Purchase from Piedmont Truck Center City Council is requested to consider a purchase from Piedmont Truck Center in the amount of \$463,824 for two (2) Western Star 47X tandem dump trucks with Godwin Bodies and declaring the existing equipment as surplus and disposing of through the online disposal process. <u>Attachments:</u> Piedmont Truck Center- Western Star 47X Dump Trucks
15.	2024-351	Consideration of a Task Order with GEL Engineering of NC, Inc. City Council is requested to consider a Task Order with GEL Engineering of NC, Inc. for Professional Engineering Services in the amount of \$131,435 and authorize the appropriate City Official(s) to execute all necessary documents. Attachments: Task Order - GEL Engineering of NC, Inc.
16.	2024-352	Consideration of a Sole Source Purchase from Serpentix Conveyor Corporation City Council is requested to consider a sole source purchase from Serpentix Conveyor Corporation in the amount of \$36,970.80 for replacement of the solids conveyor belt tray at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. Attachments: Sole Source Purchase - Serpentix Conveyor Corporation
17.	2024-353	Consideration of a Sole Source Contract with Precision Infrastructure Management City Council is requested to consider a sole source contract with Precision Infrastructure Management in the amount of \$68,808 and authorize the appropriate City Official(s) to execute all necessary documents. Attachments: Precision Infrastructure Management
18.	2024-354	Consideration of a Contract with Community Housing Solutions

City Council is requested to consider a contract with Community Housing Solutions in the amount of \$100,000 for materials and operational expenses associated with the Operation InAsMuch (OIAM) Fall 2024 event and authorize the appropriate City Official(s) to execute all necessary documents.

<u>Attachments:</u> Community Housing Solutions - Contract

19. Consideration of Acceptance of a Grant Award and Approval of Budget 2024-355 Ordinance Amendment

> City Council is requested to accept a grant award for HOME funds, approve the budget ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: HOME-ARP Funding Agreement

20. 2024-375 Consideration of Resolutions to Approve Piedmont Triad Regional Water **Authority Financing**

> City Council is required to approve (1) the Resolution Authorizing and Approving Bond Anticipation Notes and the Amendment and Restatement of a Joint Governmental Agreement and (2) the Resolution Concerning the City's Obligations under its "Joint Governmental Agreement" among the City, Piedmont Triad Regional Water Authority and other Local Governments.

Attachments: PTRWA Series 2024 Resolutions

21. 2024-358 Consideration of an Agreement with The Ferguson Group, LLC City Council is requested to consider an agreement with The Ferguson Group, LLC in an amount not to exceed \$93,200 for lobbyist services and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: Ferguson Group Lobbyist Services

22. 2024-369 Consideration of Nomination to the ElectriCities Board of Directors City Council is requested to support and endorse the election of Tasha Logan Ford to serve on the ElectriCities Board of Directors as a weighted voting member for a three-year term.

Attachments: ElectriCities Board Application

Consideration of Funding for Outside Non-profit Organizations 23. 2024-360 City Council is requested to consider and finalize recommendations for

funding outside non-profit organizations and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: Consideration of Funding for Outside Non-Profit Organizations - Annual Applications

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-359

File ID: 2024-359 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/05/2024

File Name: Final Action:

Title: Consideration of a Contract with Cigna Healthcare

City Council is requested to consider a contract with Cigna Healthcare for city employee healthcare coverage for 2025 and authorize the appropriate City Official(s) to execute all

necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Cigna Contract Renewal Enactment Number:

Contact Name: Hearing Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Cigna Contract Renewal – Employee Health	Care
FROM: Angela Kirkwood, Director of Human Resources	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: City of High Point Medical Update	

PURPOSE: Renew the contract between Cigna Healthcare and the of City of High Point for city employee's healthcare coverage plan year of January 1, 2025, to December 31, 2025.

BACKGROUND: The City of High Point offers healthcare coverage to its employees that includes medical and dental care products. The plan year runs from January 1st to December 31st. At the Finance Committee Meeting on Thursday, September 12, Mark Browder of Mark III Employee Benefits, briefed the City Council on the Medical Plan and Dental Plan Renewal options.

The City will pay Cigna Healthcare approximately \$3.14 million to administer the plan and provide stop loss coverage. The cost to administer the plan is approximately 14.1% of total claims. The City will reimburse Cigna for actual health and dental claims.

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

RECOMMENDATION/ACTION REQUESTED: Council is requested to authorize the City Manager to execute a twelve (12) month contract with Cigna Healthcare for healthcare coverage for city employees. The contract will be effective January 1, 2025, to December 31, 2025, and that the appropriate City official and/or employee be authorized to execute all necessary documents.

high point.

MEDICAL PLAN

2025 CIGNA Medical Renewal



September 12, 2024

Advantages of Self-funding



- Long-term, self-funding delivers a lower cost strategy for funding Medical Coverage, because of a lower over all expense structure.
- Allows the City to receive revenue sources retained by CIGNA (Rebates).
- Self-funding give the City significantly more flexibility to implement enhanced wellness strategies.
- Make adjustments to Plan design for Wellness incentives and Clinic integration.
- The City is well positioned to make the transition.

Medical Plan Experience

Combined

Fixed Claims

Medical Out of

Medical In

Subs | Mbrs

City of High Point PPO - Actives

Claims Per Sub

Stop-loss

Other



County

Date	Subs	Mbrs	iviedicai iri	iviedical Out of	Pharmacy	Fixed Claims	Combined	Claims Per Sub		Stop-ioss	Other		County
			Network	Network		Fee	Medical Claims	Per Month	Total Cost	Credits	Credits	Net Costs	Budgeted
January-24	1,234	2,227	\$195,215.00	\$0.00	\$143,320.00	\$4,356.00	\$342,891.00	\$277.87	\$554,758.20	\$0.00	\$0.00	\$554,758.20	\$1,432,599.96
February-24	1,233	2,233	\$1,015,196.00	\$124.00	\$220,412.00	\$92,292.00	\$1,328,024.00	\$1,077.07	\$1,559,021.40	\$33,956.00	\$0.00	\$1,525,065.40	\$1,431,439.02
March-24	1,237	2,239	\$782,542.00	\$5,192.00	\$377,160.00	\$93,449.00	\$1,258,343.00	\$1,017.25	\$1,486,703.60	\$79,486.00	\$0.00	\$1,407,217.60	\$1,436,082.78
April-24	1,243	2,253	\$693,314.00	\$9,588.00	\$301,150.00	\$92,843.00	\$1,096,895.00	\$882.46	\$1,324,947.40	\$80,672.00	\$0.00	\$1,244,275.40	\$1,443,048.42
May-24	1,236	2,246	\$1,294,216.00	\$10,480.00	\$330,370.00	\$101,128.00	\$1,736,194.00	\$1,404.69	\$1,966,391.80	\$256,152.00	\$0.00	\$1,710,239.80	\$1,434,921.84
June-24	1,229	2,238	\$845,441.00	\$7,959.00	\$295,866.00	\$92,387.00	\$1,241,653.00	\$1,010.30	\$1,469,279.20	\$63,151.00	\$336,998.26	\$1,069,129.94	\$1,426,795.26
July-24	1,236	2,245	\$971,581.00	\$13,315.00	\$302,563.00	\$94,949.00	\$1,382,408.00	\$1,118.45	\$1,612,227.80	\$269,287.00	\$0.00	\$1,342,940.80	\$1,547,929.32
Total	8,648	15,681		\$46,658.00	\$1,970,841.00		\$8,386,408.00	\$969.75	\$9,973,329.40	\$782,704.00	\$336,998.26	\$8,853,627.14	\$10,152,816.60
						Cit	y of High Point HSA	- Actives					
Date	Subs	Mbrs	Medical In	Medical Out of	Dharman	Fixed Claims	Combined	Claims Per Sub		Stop-loss	Other		County
Date	Subs	IVIDIS	Network	Network	Pharmacy	Fee	Medical Claims	Per Month	Total Cost	Credits	Credits	Net Costs	Budgeted
January-24	90	140	\$7,726.00	\$0.00	\$32,946.00	\$383.00	\$41,055.00	\$456.17	\$56,247.00	\$0.00	\$0.00	\$56,247.00	\$81,390.60
February-24	88	136	\$40,667.00	\$0.00	\$17,852.00	\$4,752.00	\$63,271.00	\$718.99	\$78,125.40	\$0.00	\$0.00	\$78,125.40	\$79,581.92
March-24	87	136	\$37,242.00	\$0.00	\$68,516.00	\$4,579.00	\$110,337.00	\$1,268.24	\$125,022.60	\$0.00	\$0.00	\$125,022.60	\$78,677.58
April-24	84	132	\$61,225.00	\$0.00	\$44,112.00	\$4,581.00	\$109,918.00	\$1,308.55	\$124,097.20	\$0.00	\$0.00	\$124,097.20	\$75,964.56
May-24	86	134	\$26,483.00	\$0.00	\$40,026.00	\$5,543.00	\$72,052.00	\$837.81	\$86,568.80	\$0.00	\$0.00	\$86,568.80	\$77,773.24
June-24	88	136	\$28,896.00	\$0.00	\$48,521.00	\$4,440.00	\$81,857.00	\$930.19	\$96,711.40	\$0.00	\$0.00	\$96,711.40	\$79,581.92
July-24	88	136	\$10,589.00	\$0.00	\$46,286.00	\$4,604.00	\$61,479.00	\$698.63	\$76,333.40	\$0.00	\$0.00	\$76,333.40	\$110,208.56
Total	611	950		\$0.00	\$298,259.00		\$539,969.00	\$883.75	\$643,105.80	\$0.00	\$0.00	\$643,105.80	\$583,178.38
	•					(City of High Point - F	Retiress				•	
D. I.	C 1	N. 41	Medical In	Medical Out of	Discourse	Fixed Claims	Combined	Claims Per Sub		Stop-loss	Other		County
Date	Subs	Mbrs	Network	Network	Pharmacy	Fee	Medical Claims	Per Month	Total Cost	Credits	Credits	Net Costs	Budgeted
January-24	48	74	\$11,369.00	\$0.00	\$21,237.00	\$103.00	\$32,709.00	\$681.44	\$40,811.40	\$0.00	\$0.00	\$40,811.40	\$65,872.32
February-24	46	69	\$31,689.00	\$0.00	\$42,397.00	\$3,014.00	\$77,100.00	\$1,676.09	\$84,864.80	\$0.00	\$0.00	\$84,864.80	\$63,127.64
March-24	46	69	\$19,408.00	\$0.00	\$68,465.00	\$2,816.00	\$90,689.00	\$1,971.50	\$98,453.80	\$0.00	\$0.00	\$98,453.80	\$63,127.64
April-24	47	71	\$60,516.00	\$486.00	\$39,920.00	\$3,067.00	\$103,989.00	\$2,212.53	\$111,922.60	\$0.00	\$0.00	\$111,922.60	\$64,499.98
May-24	48	72	\$60,064.00	\$1,040.00	\$47,894.00	\$4,025.00	\$113,023.00	\$2,354.65	\$121,125.40	\$0.00	\$0.00	\$121,125.40	\$65,872.32
June-24	44	68	\$68,385.00	\$2,126.00	\$54,971.00	\$2,947.00	\$128,429.00	\$2,918.84	\$135,856.20	\$0.00	\$0.00	\$135,856.20	\$60,382.96
July-24	45	68	\$67,300.00	\$550.00	\$45,359.00	\$2,382.00	\$115,591.00	\$2,568.69	\$123,187.00	\$0.00	\$0.00	\$123,187.00	\$56,356.65
Total	324	491		\$4,202.00	\$320,243.00		\$661,530.00	\$2,041.76	\$716,221.20	\$0.00	\$0.00	\$716,221.20	\$439,239.51
	•						Combined	,					
Data	Cube	Mahre	Medical In	Medical Out of	Dharman:	Fixed Claims	Combined	Claims Per Sub		Stop-loss	Other		County
Date	Subs	Mbrs	Network	Network	Pharmacy	Fee	Medical Claims	Per Month	Total Cost	Credits	Credits	Net Costs	Budgeted
January-24	1,372	2,441	\$214,310.00	\$0.00	\$197,503.00	\$4,842.00	\$416,655.00	\$303.68	\$651,816.60	\$0.00	\$0.00	\$651,816.60	\$1,579,862.88
February-24	1,367	2,438	\$1,087,552.00	\$124.00	\$280,661.00	\$100,058.00	\$1,468,395.00	\$1,074.17	\$1,722,011.60	\$33,956.00	\$0.00	\$1,688,055.60	\$1,574,148.58
	1,370	2,444	\$839,192.00	\$5,192.00	\$514,141.00	\$100,844.00	\$1,459,369.00	\$1,065.23	\$1,710,180.00	\$79,486.00	\$0.00	\$1,630,694.00	\$1,577,888.00
April-24	1,374	2,456	\$815,055.00	\$10,074.00	\$385,182.00	\$100,491.00	\$1,310,802.00	\$954.00	\$1,560,967.20	\$80,672.00	\$0.00	\$1,480,295.20	\$1,583,512.96
	1,370	2,452	\$1,380,763.00	\$11,520.00	\$418,290.00	\$110,696.00	\$1,921,269.00	\$1,402.39	\$2,174,086.00	\$256,152.00	\$0.00	\$1,917,934.00	\$1,578,567.40
	1,361	2,442	\$942,722.00	\$10,085.00	\$399,358.00	\$99,774.00	\$1,451,939.00	\$1,066.82	\$1,701,846.80	\$63,151.00	\$336,998.26	\$1,301,697.54	\$1,566,760.14
July-24	1,369		\$1,049,470.00	\$13,865.00	\$394,208.00	\$101,935.00	\$1,559,478.00	\$1,139.14	\$1,811,748.20	\$269,287.00	\$0.00	\$1,542,461.20	\$1,714,494.53
August-24													
September-24													
October-24													
November-24													
December-24													
Total	9,583	17,122	\$6,329,064.00	\$50,860.00	\$2,589,343.00	\$618,640.00	\$9,587,907.00	\$1,000.51	\$11,332,656.40	\$782,704.00	\$336,998.26	\$10,212,954.14	\$11,175,23 9 49
		· ·	. , , ,	Rx/Sub/Mth	\$270.20	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Trend	91%		66.93%	\$82.09	Position	\$962,280.35

2025 - 2026 Medical Plan Renewal

\$1,458,641.59



Net Claims

\$1,313,605.00

\$1,380,240.00

\$1,331,501.00 \$1,505,222.00

\$1,352,866.00 \$1,300,000.00

\$1,334,381.00

\$1,279,039.00 \$1,129,639.00

\$1,554,421.00

\$1,289,014.00

\$1,188,256.00

\$15,958,184.00

	Total Number	Medical
City of High Point	of Employees	iviedicai
August-23	1,373	\$708,652.00
September-23	1,376	\$858,367.00
October-23	1,381	\$675,728.00
November-23	1,388	\$882,842.00
December-23	1,381	\$838,564.00
January-24	1,372	
February-24	1,367	\$1,087,676.00
March-24	1,370	\$844,384.00
April-24	1,374	\$825,129.00
May-24	1,370	\$1,392,283.00
June-24	1,361	\$952,807.00
July-24	1,369	\$1,063,335.00
Total	16,482	\$10,129,767.00
2025 - 2026 Renewal Calculation		
	Mature	
Current Plan Designs	Annual	
Claims	\$15,958,184.00	
Plan Changes	\$15,958,184.00	
Trended Claims	\$18,404,573.61	
Vidant Discount	\$0.00	
Pharmacy Contract Improvement	\$0.00	Dana
Prudent Rx - Manufacturer Coupon Assistance Program - Not in Calculation - 35		Basec
Members Disrupted	\$0	
2025 Claims	\$18,404,573.61	the \$2
Annual Employee Count	16,482	
Fixed Cost	\$3,355,735.20	solid ı
Laser - None	\$0.00	
PPACA - Fee for Comparative Effectiveness Research Agency - July 31, 2024 - Form		
720	\$7,326.00	
Diabetes Management Program	\$31,451.47	We w
Weight Incentive - \$250	\$170,009.32	
Medical Weight Management - Added	\$44,100.00	Fall.
Data Analytics	\$12,000.00	ı aii.
HSA - \$750	\$75,000.00	
Renewal Calculation - 2025 - 2026	\$22,100,195.59	
City - 2024/2025	\$20,641,554.00	For 1
2025 – 2026 Rate Action - Projection	107.07%	• For 1/
		T

Dollar Change

IBNR
\$1,914,982.08
\$3,191,636.80

Total Benefit

Payments

\$1,313,605.00

\$1,380,240.00

\$1,331,501.00

\$1,505,222.00

\$1,352,866.00

\$1,368,337.00

\$1,358,525.00

\$1,210,311.00

\$1,810,573.00

\$1,352,165.00

\$1,457,543.00

\$15,440,888.00

Pharmacy

\$604,953.00

\$521,873.00

\$655,773.00

\$622,380.00

\$514,302.00

\$280,661.00

\$514,141.00

\$385,182.00

\$418,290.00

\$399,358.00

\$394,208.00

\$5,311,121.00

Stop-Loss

Credits

\$33,956.00

\$79,486.00

\$80,672.00

\$256,152.00 \$63,151.00

\$269,287.00

\$782,704.00

- Based on the funding discussion, the \$20,642,000 puts the City in a solid position for the 2025 – 2026.
- We will update this number in the Fall.
- For 1/1/25, there are no changes in Active Employee contributions.

CIGNA Fixed Cost Renewal



	2024 - CIGNA	2025 - CIGNA		2025 - CIGNA	
	\$200,000 Spec - 125% Agg	\$200,000 Spec - 125% Agg		\$200,000 Spec - 125% Agg	
	12/12 Revised	Paid/12 Revised		Paid/12 Revised	
	Taken	Original		Revised	
Network Access Fee	\$34.98	\$34.98	100.00%	\$34.98	100.00%
Medical Plan Administration Fee	\$10.00	\$10.00	100.00%	\$10.00	100.00%
Specific Stop-loss - \$200,000	\$122.03	\$162.16	132.89%	\$153.60	125.87%
Aggregate Stop Loss Coverage	\$3.23	\$3.23	100.00%	\$3.23	100.00%
Vision	\$0.35	\$0.35	100.00%	\$0.35	100.00%
Healthy Awards	\$1.44	\$1.44	100.00%	\$1.44	100.00%
Total Administration Fees (A)	\$172.03	\$212.16	123.33%	\$203.60	118.35%
Annual Cost	\$2,835,398.46	\$3,496,821.12		\$3,143,771,206.57	
Laser	\$0.00	\$0.00		\$0.00	
Wellness Dollars	\$75,000.00	\$75,000.00		\$75,000.00	
Implementation Dollars	\$15,000.00	\$15,000.00		\$15,000.00	
	No New Laser	No New Laser		No New Laser	
	Rate Cap - 45%	Rate Cap - 45%		Rate Cap - 45%	

- The original renewal was conservative from CIGNA and Mark III pushed back.
- In looking at the early stop loss reimbursements, it is probable that that CIGNA will be in a negative position by the end of 2024.
- We believe that the negotiated 2025 renewal is a good one.







City of High Point

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

Master

File Number: 2024-338

File ID: 2024-338 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Contract with Moetivations, Inc.

City Council is requested to consider a contract with Moetivations, Inc. for an amount not to exceed \$177,697.92 to provide temporary staffing for 911 Communications for a period of six months and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Moetivations - 911 Telecommunications Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Consideration of a Contract with Moetivations, Inc.					
FROM: Adam Ward, IT Services Director	MEETING DATE: September 16, 2024				
PUBLIC HEARING: No	ADVERTISED DATE/BY:				
ATTACHMENTS: Quote – Moetivations					

PURPOSE: To provide temporary staffing for 911 Communications.

BACKGROUND: The 911 Communications division has reached critical staffing levels. The department is working to fill vacancies in the division. New hires will not be eligible to perform call taking and radio dispatch duties until completing the agency's training program. This process takes six to nine months. In the interim, veteran staff are having to provide coverage for shift shortages. To ease the demand on staff, the department is requesting that we obtain two temporary 911 Telecommunicators for a period of six months from Moetivations, Inc. The not to exceed amount is \$177,697.92.

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

RECOMMENDATION /ACTION REQUESTED: The Department of IT Services recommends that the vendor Moetivations, Inc. be awarded the contract. We further recommend that City Council approve the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.





TEAM ON DEMAND SERVICES PROPOSAL:

QUALITY ASSURANCE / QUALITY IMPROVEMENT

Assessments, Evaluation Scores, & Reports Body Worn Camera Evaluations

LEADERSHIP DEVELOPMENT

Virtual and Onsite Training Mentor & Coaching Programs

OPERATIONS SUPPORT SERVICES

Dispatcher on Demand SOP & Policy Editing Peer Support & Wellness Programs Cyber Security Analysis

PREPARED FOR:

High Point 911 Communications, NC

Kyle Thaggard

Telecommunications Manager

PREPARED BY:

Mike DeSeve Proposal Manager

ON BEHALF OF:

Grant Dieckmann grantd@moetivations.com
Main Office 303.993.7850
www.moetivations.com



MOETIVATIONS

AGENCY: High Point 911 Communications, NC DATE: 7/26/2024

CONTACT: Kyle Thaggard QUOTE # 24MD090A

PROPOSAL

Dispatcher on Demand Services

	Low		Low		Low		Low		Low		Low		Low		Low		Low				High	CAD	Central Square One Solution
Rate Range per hour:	\$	21.50		\$	37.05	911	Vesta																
Months in Term:	6 months with option to renew to 24					RADIO	Motorola MCC7500																
	Calltaking phased into dispatching, not including CTOs or Supervisors					RECORDER	Eventide																

ITEM	DESCI	RIPTION	QTY Hours	LIST	MONTHS IN TERM	ı	MONTHLY FEE	SERVICES TOTAL
DOD - 00B	Launch, set up & te: 3 to 4 weeks	st (one-time fee)	1	\$ 9,580.00				\$ 9,580.00
DOD - 012	MONTH 1 (Approx 2 12 hr. coverage; 6hr 2 seats x 12hrs = 24 h 84 per week	and 12hr shifts	168	\$ 46.84	1	\$	7,869.12	\$ 7,869.12
DOD - 012	•	MONTHS 2 - 6 12 hr. coverage; 6hr and 12hr shifts 2 seats x 12hrs = 24 hrs. per day /7days		\$ 46.84	5	\$	17,049.76	\$ 85,248.80
WEEKLY (7days)	MONTHLY	ANNUAL						
84	364	4,368			SERV	/ICE	S SUBTOTAL:	\$ 102,697.92
					MONTHLY FEE if prepaid 3.1%	\$	16,521.22	\$ 92,186.09

LOGISTICS

ITEM	DESCRIPT	ESTIMATED MONTHLY FEE	
DOD - OOT	The Logistics Fees are designed to provide all participar room & board, and per diems/expenses. Amounts are a keep costs minimal and continuously monitored. The folunder this umbrella: •Elights for Team to rotate in and out. •Housing for Team (Room and Board). •Transportation for Team (Uber/Lyft, Rental Cars, etc). •Individual Per Diem and Expenses.	estimated, with best faith efforts to	RANGE \$8,500 to \$14,500
	Invoiced exact plus 9.5%	LOGISTICS ESTIMATION 6 months:	\$ 75,000.00



AGENCY:	High Point 911 Communications, NC	DATE:	7/26/2024
CONTACT:	Kyle Thaggard	QUOTE #	24MD090A

PROPOSAL

Dispatcher on Demand Services

	Low			High	CAD	Central Square One Solution
Rate Range per hour:	\$ 21.50		\$	37.05	911	Vesta
Months in Term:	6 months v	ith option to r	th option to renew to 24		RADIO	Motorola MCC7500
	_	phased into dispatching,		RECORDER	Eventide	
	not inclu	ling CTOs or Supervisors		RECORDER	Eventide	

APPROVAL PAGE

Quote Valid for 120 days

LAUNCH FEE INCLUDES AGENCY PROVIDED AGENCY PROFILE, CONTACT & SCOPE DETAILS PROGRAM MANAGEMENT & LAUNCH MEETINGS (Virtual) Monthly Reporting & Feedback Loop set up; (Onsite mtgs optional) JURISDICTIONS & DISPATCHED AGENCIES OVERVIEW SITE ASSESSMENT & PROFILE INTAKE FORM SOP & POLICY DOCUMENTATION TRAINING PROGRAM DOCUMENTATION may include but not limited to: Call Types, CAD SECURE FILE SET UP (SHAREPOINT SUBSITE) Collect & Document participant work assignments SOP & POLICY files **SCOPE Document & Escalation Details** PORTAL IMPLEMENTATION with secure URL RECORD & UPLOAD ORIENTATIONS INTO PORTAL (3 hr. each) POINT OF CONTACT FOR PROGRAM PARTICIPANTS 911 SYSTEM Recording

CAD System Recording **RADIO System Recording** LOGISTICS COORDINATION

PARTICIPANTS BACKGROUND CHECKS COLLECT & DOCUMENT RELEVANT RESOURCES

codes, radio codes, common phone numbers, major public buildings, reference guides, MAPs and other docs as needed for participant work assignments COORDINATION & ORIENTATION RECORDINGS

ONSITE ORIENTATION DAY FACILITY OVERVIEW NCIC APPROVAL UNION (if applicable) APPROVAL PARTICIPATE IN RESOURCES DETAILS

PAYMENT	TERMS			
SERVICES	LAUNCH	Launch fee plus first month	Due Upon Award	
	Monthly Contracts	Invoiced end of month	Due Net 21	Prepaid discount noted in pricing
	Logistics	30% Deposit due against logistics term	Due Upon Award	
	Logistics	Invoiced at end of month Exact plus 9.5%	Due Net 21	
PREPAID DISC	COUNTS	1% to 5% discount for prepaid programs	Due Net 15	
TRAINING	Months equal to	Included in Launch fee		
PORTAL	Term			
	Additional Staffing	Prepaid and Discounted	Due Net 30	
	PROPOSAL APPROVAL			Total \$
AUT	THORIZING SIGNATURE			Date
	AUTHORIZING NAME			
	TITLE	<u> </u>		_
			OPTIONS APPROVED	Total \$

The authorizing party must have budgetary discretion to approve the terms described in this Proposal. Final invoices to include any taxes or credit card processing fees, if applicable. The approved proposal will be attached as an Exhibit to the Service Agreement, as needed.

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All data submitted to your agency is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with MOETIVATIONS, Inc. The recipient of this document agrees to inform employees of your agency who view or have access to its content of its confidential nature. The recipient agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without MOETIVATIONS, Inc. express written consent. MOETIVATIONS, Inc. retains all title, ownership, and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia. By acceptance of this document, the recipient agrees to be bound by the aforementioned statement.



Job Title: Call-Taker/Dispatcher - limited scope Department: COMMUNICATIONS CENTER

Serve as the first point of contact for the communications center, answering emergency and non-emergency calls for service involving police, fire, or medical emergency and other public service requests. Responsible for answering calls requesting emergency service; providing routine non-technical information; extracting call information and providing pre-arrival instructions based on protocols.

Identify need for Dispatch, and coordinate with Dispatch within in the communications center to send appropriate Law, Fire, and EMS agencies to calls for service.

Job Duties and Responsibilities – include but are not limited to the following:

Receive and process all calls requesting response from emergency service agencies within the communications center to include 911 calls and texts, 911 transfer calls from other Public Safety Answering Points (PSAP), and calls from administrative lines.

As allowed: Use Computer Aided Dispatch (CAD) system to enter all call information, perform queries, and enter other related logs or information in the CAD.

As allowed: Use the National Law Enforcement Teletype System (NLETS) and National Crime Information Center (NCIC) according to policy for queries, entries, confirmation, and validation in accordance with established protocols.

Adheres to NCIC and CJIS administrative and security requirements, systems sanctions, criminal history dissemination, etc., as required.

As allowed: Use emergency communication systems, paging, and other alert systems to dispatch, communicate and coordinate with emergency responders.

As allowed: Answer and acknowledge all warnings, alerts, and tests from the National Warning System. Disseminate weather watches and warning information to all emergency responders and general public as required.

Contribute to the efficiency and effectiveness of the department's service to its customers by offering suggestions and participating as an active member of a working team.

Represent the PSAP with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

AGENCY CREDENTIAL REQUIREMENTS:

LICENSES & CERTIFICATIONS: ability to obtain and maintain the following certification within 3 months of arriving onsite, and maintain certifications to continue services in position

NCIC CERTIFICATION

Public Safety Telecommunicator Certification: ADD STATE HOURS OR ASSOCIATION DETAILS Emergency Medical Dispatch Certification: ADD SPECIFC PROTOCOL REQUIRED

EDUCATION REQUIREMENTS: ADD MINIMUM REQUIREMENTS HERE

7/29/2024 4 of 4 **18**



City of High Point

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

Master

File Number: 2024-339

File ID:2024-339Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Contract with Motorola Services, Inc.

City Council is requested to consider a contract with Motorola Services, Inc. in the amount of \$583,729.40 for the purchase of 95 portable radios and supporting materials and authorize the

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

Notes:

Sponsors: Enactment Date:

Attachments: Motorola Solutions, Inc. Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



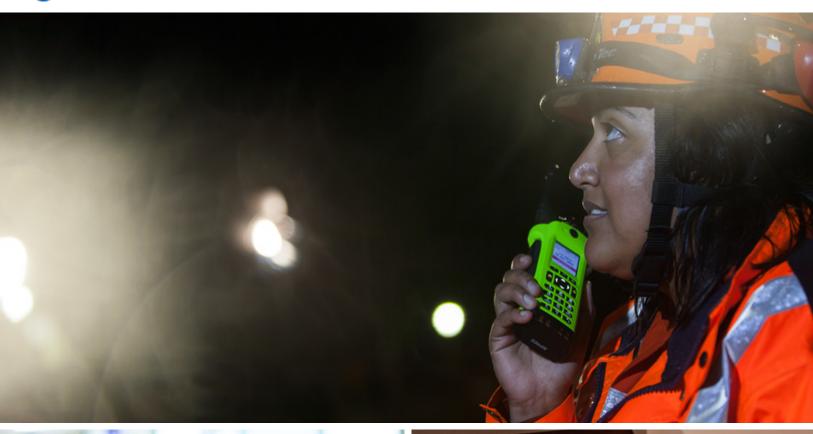
TITLE: Consideration of a Contract with Motorola Solutions, Inc							
FROM: Adam Ward, IT Services Director	MEETING DATE: September 16, 2024						
PUBLIC HEARING: No	ADVERTISED DATE/BY:						
ATTACHMENTS: Motorola Solutions Inc. Quote Council Recommendation Form							

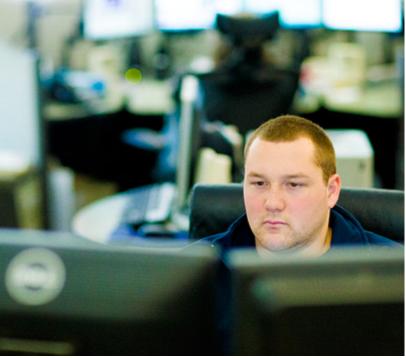
PURPOSE: Purchasing Motorola portable radios to replace older equipment.

BACKGROUND: The IT Services Department recommends the City purchase 95 portable radios and supporting materials. This acquisition is part of the annual radio replacement cycle. The radios purchased will replace units that are at the end of their supported life. If possible, any units replaced will be evaluated and cannibalized for parts. The total purchase amount is \$583,729.40. The purchase will occur under the North Carolina 725G purchasing contract.

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

RECOMMENDATION /ACTION REQUESTED: The Department of IT Services recommends that the vendor Motorola Services, Inc. be awarded the contract. We further recommend that City Council approve the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.







HIGH POINT, CITY OF

07/08/2024



07/08/2024

HIGH POINT, CITY OF PO BOX 230 HIGH POINT, NC 27261

Dear Lee Stanley,

Motorola Solutions is pleased to present HIGH POINT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HIGH POINT, CITY OF with the best products and services available in the communications industry. Please direct any questions to James Field at Brandon.Field@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

James Field



Billing Address: HIGH POINT, CITY OF PO BOX 230 HIGH POINT, NC 27261 US Quote Date:07/08/2024 Expiration Date:10/06/2024 Quote Created By: James Field Brandon.Field@ motorolasolutions.com

End Customer: HIGH POINT, CITY OF Lee Stanley lee.stanley@highpointnc.gov 3368833404

Contract: 19144 - 725G NORTH CAROLINA, STATE OF (NON-ARIBA BASED POS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	95	\$4,104.00	\$2,913.84	\$276,814.80
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	95	\$6.00	\$4.26	\$404.70
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	95	\$110.00	\$78.10	\$7,419.50
1c	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	95	\$28.00	\$19.88	\$1,888.60
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	95	\$330.00	\$234.30	\$22,258.50
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	95	\$184.00	\$184.00	\$17,480.00
1f	QA00580AC	ADD: TDMA OPERATION	95	\$495.00	\$351.45	\$33,387.75
1g	QA01768AA	ENH: ENHANCED ZONE BANK	95	\$83.00	\$58.93	\$5,598.35
1h	QA07576AB	ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH (PMNN4573A)	95	\$191.10	\$135.68	\$12,889.60
1i	H38BT	ADD: SMARTZONE OPERATION	95	\$1,320.00	\$937.20	\$89,034.00
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	95	\$567.00	\$402.57	\$38,244.15
1k	H869BZ	ENH: MULTIKEY	95	\$363.00	\$257.73	\$24,484.35



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
11	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	95	\$110.00	\$78.10	\$7,419.50
1m	QA03399AA	ADD: ENHANCED DATA APX	95	\$165.00	\$117.15	\$11,129.25
1n	Q629AK	ENH: AES ENCRYPTION AND ADP	95	\$523.00	\$371.33	\$35,276.35
10	QA09113AB	ADD: BASELINE RELEASE SW	95	\$0.00	\$0.00	\$0.00

Grand Total

\$583,729.40(USD)



FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Inform	ation Technology Serv	vices						
COUNCIL AGENDA DA	ATE: 9/16/24							
BID NO.: N/A	СО	NTRACT NO.: NC 72	:5G	DATE OPENED	: N/A			
DESCRIPTION:		1						
Annual Motorola ra	adio equipment ref	fresh.						
PURPOSE:		**************************************						
The IT Services Departris part of the annual rad life. If possible, any unit Carolina 725G purchasi	io replacement cycle. ʾ ts replaced will be eva	The radios purchased w	ill replace units	that are at the en	d of their supported			
COMMENTS:								
The City will use existing funds in the FY 23-24 budget to purchase the radios from Motorola Solutions, Inc. If possible, any units replaced with be evaluated and cannibalized for parts.								
RECOMMEND AWARD	Motorola S	Solutions, Inc.		AMOUNT: \$58	3,729.40			
The City needs to p	ourchase Motorola	portable radios to	replace olde	er equipment.				
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	DRY BUD	GETED AMOUNT			
501243	522601				\$583,729.40			
	·····							
	TOTAL BUDGI	ETED AMOUNT						
DEPARTMENT HEAD: Adam Ward Date: 2024.08.26 19:47:21 -04'00' DATE: 8/26/24								
The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.								
	URCHASING MANAGER: DATE:							
Approved for Submission to Cou FINANCIAL SERVICES			DAT	E:				
CITY MANAGER:			DAT	Е:				



City of High Point

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

Master

File Number: 2024-340

File ID:2024-340Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Contract with Graybar, Inc.

City Council is requested to consider a contract with Graybar, Inc. in the amount of \$135,764.71 for a replacement UPS (Battery Backup) unit for the Primary Radio Tower Site

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

Notes:

Sponsors: Enactment Date:

Attachments: Graybar, Inc. - UPS Replacement Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



ITLE: Consideration of a Contract with Graybar, Inc.						
FROM: Adam Ward, IT Services Director	MEETING DATE: September 16, 2024					
PUBLIC HEARING: No	ADVERTISED DATE/BY:					
ATTACHMENTS: Graybar, Inc. Quote Council Recommendation Form						

PURPOSE: Purchasing replacement UPS (Battery Backup) unit for Primary Radio Tower Site.

BACKGROUND: The IT Services Department recommends the City purchase a replacement UPS unit for the Primary Radio Tower Site. The current UPS unit has reached end of life. The contract includes a 60 kVA UPS unit, required electrical materials, and installation services. The total purchase amount is \$135,764.71. The purchase will occur under the OMNIA US Communities contract.

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

RECOMMENDATION /ACTION REQUESTED: The Department of IT Services recommends that the vendor Graybar, Inc. be awarded the contract. We further recommend that City Council approve the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



2755 PETERS CREEK PARKWAY WINSTON-SALEM NC 27127-4728 Phone: 336-480-3114

Fax: 336-723-5678

To: CITY OF HIGH POINT/COMM

FINANCE DEPT

HIGH POINT NC 27261

Attn: Adam Ward Phone: 000-883-3495

Fax:

Email: zachary.allen@graybar.com

Date: 08/28/2024

Proj Name: CITY OF HP RADIO TOWER UPS

GB Quote #: 0246905779

Release Nbr:

Purchase Order Nbr:

Additional Ref#

Valid From: 08/28/2024 Valid To: 09/27/2024 Contact: Zach Allen

Email: Zachary.Allen@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: "BID UNDER OMNIA US COMMUNITIES CONTRACT # EV2370 GUIDELINES"

10-11 week lead time ARO

Item Item/Type Quantity Supplier Catalog Nbr Description Price Unit Ext.Price

100 1 EA J G BLACKMON UPS SYSTEM &

\$110,941.18 1

\$110.941.18

Item Note:

One (1) 60kVA Nameplate Liebert EXM UPS with the following features:

- # System Input Voltage of 480V, 60Hz, 3 Phase, 3 wire plus ground
- # System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
- # Fixed Capacity 60kVA/60kW UPS System
- # Single Input Configuration
- # One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis#, Liebert Nform, LIFE# Services. Supports third-party management systems using SNMP. Modbus or BACnet.
- # Transformer-Free Architecture Efficiency up to 95% in double conversion mode

MATERIALS

- # Load Power Factor Support Supports loads 0.5 lagging to unity without derating
- # Energy Optimization Mode (Eco-Mode)
- #65kAIC Rating Provides interrupting rating and labeling of 65kA
- # Active Power Factor Corrected IGBT Input Converter
- # PWM transistorized (IGBT) inverter
- # Continuous Duty Static Bypass Switch
- # Input Contacts Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- # Output Contacts Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- # Generator Load Control Suppresses battery charging reducing power demand by an external signal. Shifts unit from
- Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- # Automatic retransfer Provides return to inverter power after an overload
- # DSP based controls Provides digital control of power conversion and system operation
- # Backlit LCD display Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
- # Temperature-Compensated Charging/Battery Load Test

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

Page 1 of 4 28

To: CITY OF HIGH POINT/COMM

FINANCE DEPT HIGH POINT NC 27261

Attn: Adam Ward

Date: 08/28/2024

Proj Name: CITY OF HP RADIO TOWER UPS

GB Quote #: 0246905779

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Top-and-bottom-entry cable access

Front only service access

Local Emergency Power Off (EPO)

IP 20 enclosure

Casters and leveling feet

UL and cUL Listed to UL Standard 1778 5th Edition

One-year factory warranty

24in Front Access Frame Design

The solution includes One (1) Liebert EXM Battery Cabinet System with the following features:

Approximately 60 minutes runtime @ existing load & 9 minutes runtime @ full load

1 x External Cabinet of ENERSYS HX330-FR Batteries

Four-year battery warranty

Cabinet Mounted Left Attached to Module with connecting cables factory supplied

24in Front Access Frame Design

The solution includes One (1) Maintenance Bypass Cabinet with the following features:

3 Switching Devices (BIB, MBB, MIB)

Key Interlock (SKRU)

480/208V Input Transformer included

Cabinet Mounted Right Attached to Module with connecting cables factory supplied

24in Front Access Frame Design

200 1 EA J G BLACKMON INSTALLATION & STARTUP LABOR

\$24,823.53 1 **\$24,823.53**

Item Note:

Scope of Work

Install one (1) new UPS system as specified below

Install one (1) 480V, 125A connection from the existing disconnect to the new UPS system

Install one (1) 208V, 225A connection from the new UPS system to the existing panel

Existing conduit and wiring made available during the demo will be reused to feed the new UPS system and existing sub-panels

Demo old UPS system and wiring the day of the shutdown

Old UPS to be relocated to the corner of the server room for disposal by owner

Install one (1) 100A breaker in the existing MDP panel to feed a temporary UPS

Install one (1) 100A breaker in the existing sub-panel to back-feed the rack during the UPS change out

Provide rental cables from the existing MDP to the temporary UPS and from the temporary UPS to the existing sub-panel

Factory Services:

Standard Factory Testing with Certified Test Report

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

Page 2 of 4 29

To: CITY OF HIGH POINT/COMM

FINANCE DEPT HIGH POINT NC 27261

Adam Ward Attn:

Date: 08/28/2024

Proj Name: **CITY OF HP RADIO TOWER UPS** GB Quote #:

0246905779

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

Startup Services: # UPS Startup Services 7x24 # Basic operator training provided during startup

> Total in USD (Tax not included): \$135,764.71

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

> Page 3 of 4 30

To: CITY OF HIGH POINT/COMM

FINANCE DEPT HIGH POINT NC 27261

Adam Ward Attn:

Date: 08/28/2024

Proj Name: CITY OF HP RADIO TOWER UPS GB Quote #:

0246905779

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

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FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Infor	nation Technology Se	rvices					
COUNCIL AGENDA I	DATE: 9/16/24						
BID NO.: N/A	C	ONTRACT NO.: OMNIA U	JS Communities	DATE OF	PENED: N/A		
DESCRIPTION:							
Replacement UP	S (Battery Backup	Unit) unit for Primai	ry Radio Tov	ver Site.			
PURPOSE:							
I .	wer Site. The cor	mends the City purc ntract includes a 60 k			UPS unit for the ed electrical materials,		
COMMENTS:							
Funds are availab	le in FY 2024-25	budget.					
RECOMMEND AWAR	Graybar,	Inc.		AMOUNT	\$135,764.71		
JUSTIFICATION:							
The current UPS (unit has reached e	end of life.					
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	DRY	BUDGETED AMOUNT		
501243	527206				\$135,764.71		
	TOTAL BUDG	GETED AMOUNT			\$135,764.71		
DEPARTMENT HEAD	Adam War	Digitally signed by Ada Date: 2024.08.26 19:5		E: 8/26	/24		
award to the lowest res	The Purchasing Division concurs with recommendation submitted by the Information Services and recommends award to the lowest responsible, responsive bidder Graybar Inc. in the amount of \$ 135,764.71						
PURCHASING MANA	GER: Candy E. H	larmon Digitally signed by Can Date: 2024.08.30 10:5	ndy E. Harmon 7:28 -04'00' DAT	E: 8/30/2	024		
Approved for Submission to C FINANCIAL SERVICE	ouncil S DIRECTOR: Bobb	y Fitzjohn Digitally signed by E	Bobby Fitzjohn 1:01:05 -04'00' DAT	E: 8/30/2	24		
CITY MANAGER:			DAT	E:			



City of High Point

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

Master

File Number: 2024-356

File ID: 2024-356 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/05/2024

File Name: Final Action:

Title: Consideration of a Contract with Mimecast

City Council is requested to consider a contract with Mimecast in the amount of \$106,459.86 for annual renewal of subscription-based services and authorize the appropriate City Official(s)

to execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Mimecast - Contract Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Mimecast Services Annual Renewal	
FROM: Virginia Baskins, Assistant Director Information Technology Services	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: SHI, Inc. Quote Formal Bid Recommendation Form	

PURPOSE: Annual renewal of subscription-based services provided by Mimecast.

BACKGROUND: Mimecast provides email security, archiving, and continuity services to the City of High Point. Mimecast also provides protection from malicious URLs, weaponized attachments, phishing attacks, and impersonation attempts via Mimecast's cloud subscription services. The cost to renew these services is \$106,459.86. This renewal allows the City to continue the use of these services. This purchase will occur under the Omnia Partners - IT Solutions Contract #: 2018011-02.

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 and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Pricing Proposal

Quotation #: 25192649 Created On: 8/14/2024 Valid Until: 9/27/2024

NC-City of High Point

Inside Account Manager (IAM)

Allen Eudy

211 S Hamilton St High Point, NC 27261 **UNITED STATES** Phone: 336-883-3698

Product

Fax:

Email: allen.eudy@highpointnc.gov

Wan Tangtrakul

290 Davidson Avenue Somerset, NJ 08873 Phone: 800-715-3197 Fax: 732-868-6055

Otv

Email: SoutheastTeamGov@shi.com

Total

Vour Drice

All Prices are in US Dollar (USD)

	Floudet	Qiy	Tour Price	iotai
1	Mimecast 365 Protect Plus Mimecast - Part#: M_M365-PROTECT-PLUS_1000A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2024 – 9/27/2025	1600	\$47.20	\$75,520.00
2	Mimecast A1 Mimecast - Part#: M_A1_1000_A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2024 – 9/27/2025	1600	\$16.84	\$26,944.00
3	Mimecast Mimecast - Part#: M_ADV-SP_1_A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2024 – 9/27/2025	1	\$3,995.86	\$3,995.86
			*Tax	\$0.00

Total \$106,459.86

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Mimecast has a no returns policy.

Please Note: all MIMECAST maintenance/subscriptions are auto-renewed and require cancellation prior to 90 days of the executed renewal date. Customers who purchased Mimecast before August 2023 will still fall under Mimecast's 30-day auto-renewal policy.

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

This manufacturer has the potential for auto-renewal. You will receive an automated notification prior to the cancellation deadline informing you of the upcoming renewal date. If SHI doesn't receive written confirmation to cancel the renewal within the manufacturer's required time period prior to the renewal date, SHI will automatically be invoiced against the original PO. Once SHI has been invoiced, you will be invoiced against the original PO. If your company requires a new PO, please be sure to provide that prior to invoicing.

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: September 16, 2024						
BID NO.:	CON	NTRACT NO.: 20180	011-02 DATE O	PENED:		
DESCRIPTION:		,				
Mimecast provides email security, archiving, and continuity services to the City of High Point. Mimecast also provides protection from malicious URLs, weaponized attachments, phishing attacks, and impersonation attempts via Mimecast's cloud subscription services.						
PURPOSE:						
Annual renewal for	Annual renewal for cloud based services provided by Mimecast.					
COMMENTS:						
			renewal allows the C mnia Partners - IT S	City to continue the use olutions Contract #:		
RECOMMEND AWARI	SHI, Inc.		AMOUN	T: \$106,459.86		
JUSTIFICATION:						
The subscription and support agreement referenced in this document are pre-existing. This acquisition, is a renewal of those services.						
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT		
101241	527216		And the state of t	\$106,459.86		
480000000000000000000000000000000000000	TOTAL BUDGE	ETED AMOUNT		2000		
DEPARTMENT HEAD: Adan Warl DATE: 8/23/24						
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 \$ 106,459.86						
PURCHASING MANAG	ER: Candy E. Ha	rmon Digitally signed by Ca	ndy E. Harmon 9:34 -04'00' DATE: 8/23/	2024		
Approved for Submission to Cot FINANCIAL SERVICES	DIRECTOR: Bobby	Fitzjohn Digitally signed by Date: 2024.08.29				
CITY MANAGER:			DATE:			



City of High Point

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

Master

File Number: 2024-341

File ID: 2024-341 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Grant Agreement with North Carolina Department of Transportation

(NCDOT)

City Council is requested to consider a grant agreement with NCDOT for the federal and state share of the FY25 Section 5303 Planning Grant and authorize the appropriate City Official(s) to

execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: NCDOT Planning Grant Agreement Enactment Number:

Contact Name: Hearing Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: North Carolina Department of Transportation	on (NCDOT) Section 5303 Planning Grant Agreement
FROM: Angela W Wynes, Transit Manager	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS Grant Award Letter Resolution	

PURPOSE: Execute an agreement with NCDOT for the federal and state share of the FY25 Section 5303 planning grant.

BACKGROUND: The City of High Point was awarded Section 5303 funds in the amount of \$81,378 to assist with transit planning activities. This funding represents 90% of the projected costs. These funds are used to cover staff time and expenses related to activities such as route and schedule planning, compliance with civil rights regulations, and developing projects for the Metropolitan and State Transportation Improvement Programs.

BUDGET IMPACT: The City's matching share of \$9,043 is included in the FY25 budget.

RECOMMENDATION/ACTION REQUESTED: Staff recommends that City Council approve the grant agreement with NCDOT and authorize the appropriate city staff or officials to execute all necessary documents.



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR

J.R. "JOEY" HOPKINS SECRETARY

July 12, 2024

Ms. Tasha Logan-Ford, City Manager City of High Point 716 W. Martin Luther King Jr. Drive High Point, North Carolina 27262

RE: FY25 Metropolitan Planning Grant Program (Section 5303)

Project No.: 25-08-113

WBS Element No.: 36230.19.24.6

Period of Performance: 7/1/2024-6/30/2025

Dear Ms. Logan-Ford:

On June 5, 2024, the Board of Transportation approved your organization's request for an FY25 Metropolitan Planning Grant in the amount of \$90,421. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

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

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

Sincerely,

Brennon Juqua

Brennon Fuqua Director

BF\mf

CC: Angela W. Wynes, Transit Manager

Attachments

Mailing Address: NC DEPARTMENT OF TRANSPORTATION INTEGRATED MOBILITY DIVISION 1550 MAIL SERVICE CENTER RALEIGH, NC 27699-1550

Telephone: (919) 707-4670 Fax: (919) 733-1391 Customer Service: 1-877-368-4968

Location: 1 SOUTH WILMINGTON STREET 2 RALEIGH, NC 27601

Website: ncdot.gov

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

A motion was made by	and seconded by
	for adoption of the following resolution, and
upon being put to a vote was du	ly adopted.
	Dint has requested the North Carolina Department of anding of transit planning tasks; and
WHEREAS, the City of High Poproject;	oint will provide 10% of the cost of the above described
enter into a contract with the De	OLVED that the City Manager is hereby authorized to partment of Transportation and execute all agreements rolina Department of Transportation, Public
	Clerk, do hereby certify that the above is a true and e minutes of a meeting of the City of High Point duly ember 2024.
	Signature of Certifying Official



City of High Point

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

Master

File Number: 2024-343

File ID:2024-343Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of Ratification of the Purchase of Property at 2613 Willard Dairy Road

City Council is requested to ratify the purchase of property at 2613 Willard Dairy Road in the

amount of \$70,000 for the future construction of the Penny Road Extension.

Notes:

Sponsors: Enactment Date:

Attachments: Property Acquisition - 2613 Willard Dairy Rd. Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Consideration of Ratification of the Purchase of Property at 2613 Willard Dairy Road				
FROM: Greg Venable – Transportation Director	MEETING DATE: September 16, 2024			
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A			
ATTACHMENTS: Map Offer to Purchase and Contract				

PURPOSE: Ratify the purchase of a property at 2613 Willard Dairy Road for the future construction of the Penny Road Extension by the city or others.

BACKGROUND: The currently undeveloped property is located north of Willard Dairy Road directly in front of the existing intersection of Penny Road and Willard Dairy Road. The Penny Road Extension has been on High Point's Comprehensive Transportation Plan since 2001 and will serve as a additional north-south connection in northern High Point from NC 68 to National Service Road. The property has been a barrier in the past for the construction of the roadway. The parcel is 1 (one) acre in size and the purchase price is \$70,000. Acquiring this property allows for the future Penny Road Extension access to be located at the existing intersection of Penny Road and Willard Dairy Road and will no longer hinder the development of property north of Willard Dairy Road.

BUDGET IMPACT: Funding for the purchase of this property is included in the approved FY 24-25 Budget.

RECOMMENDATION / ACTION REQUESTED: Staff recommends the City Council ratify the purchase of 2613 Willard Dairy Road in the amount of \$70,000.



REALTORS' Commercial Alliance REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF LAND

(individual <i>or</i> : Ola Mae Williar	and corporate or the man, or	North Carolina	("Buyer"), and	
	State of formation and type of		(Buyor), and	:
(n) <u>individual</u>		("Seller").		, '
(individual or	State of formation and type of	entity)		
	n this Agreement should be	rder to form a binding agreement an validly formed and in good standing		
	THE RECEIPT AND SUF	TUAL PROMISES SET FORTH HERE FFICIENCY OF WHICH ARE HER		
term.		ted below shall have the respective mean dealer with the dealer manual dealer mean dealer manual manual means and the dealer mean dealer m		
Plat Refere	nce: Lot(s)	, Block or Section	, as shown on Plat Book o	or Slide
	at Page(s)	,County	, consisting of acre	es.
(For inform	h by reference, ation purposes: (i) the tax PIN of the Property, consisting of a 3, Guilford	I number of the Property is: 781346096 pproximately 1.0 acr County.)	4 ; es, is described in Deed Book <u>2758</u>	and, (ii
	dings and improvements there	eon and all fixtures and appurtenances t	hereto.	
ogether with all buil	8 · · · · · · · · · · · · · · · · · · ·		•	
		shall mean the sum of <u>Seventy-Thous</u>	and	
		shall mean the sum of <u>Seventy-Thous</u>		Oollars
	or, if this box is checked ("Price Per Acre") as de Period ("Survey"). Buy Examination Period. The of gross acres as determined shall be made, as application.	shall mean the sum of <u>Seventy-Thous</u> d , Purchase Price shall mean the suretermined by a survey obtained by Buyyer shall provide a copy of the Survey e purchase price shall be determined by ined by the Survey. Adjustments to the able, to reflect any adjustment in the Purl be payable on the following terms:	n of \$ per gros er prior to the expiration of the Exam to Seller not later than the expiration multiplying the Price Per Acre by the amounts due under Sections 1(b)(ii) —	s acre nination n of the number 1(b)(iii)
5 <u>70,000</u>	or, if this box is checked ("Price Per Acre") as de Period ("Survey"). Buy Examination Period. The of gross acres as determined the Purchase Price shall be made, as application of the Purchase Price shall be made.	d , Purchase Price shall mean the suretermined by a survey obtained by Buyyer shall provide a copy of the Survey e purchase price shall be determined by ined by the Survey. Adjustments to the able, to reflect any adjustment in the Pur	n of \$ per gros er prior to the expiration of the Exam to Seller not later than the expiration multiplying the Price Per Acre by the a mounts due under Sections 1(b)(ii) — I chase Price in accordance with this pro-	nination of the number 1(b)(iii)
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REALIOR®

This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc. STANDARD FORM 580L-T Revised 7/2023 © 7/2023

Buyer Initials OM W

(name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Farnest Money on the last page of this Agreement by the

(d)	"Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller. Page 2 of 9
	occur on or before 60 days from the end of the Examination Period
(c)	"Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall
with the transa obtaining or of that the Exam	er's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure ination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether the or terminate the transaction.)
\$66,500	(iii) <u>Cash</u> , balance of Purchase Price, at Closing in the amount of <u>Sixty-six thousand five hundred</u> Dollars.
\$	(ii) <u>Delivery of a promissory note</u> secured by a deed of trust, said promissory note in the amount of
ф	☑ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.
	☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:)
	☑ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)
	calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

Buyer Initials OM W

	(e)	"Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on
		on the date 120 days from the Contract Date TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.
	(f)	"Broker(s)" shall mean:
	(1)	
		("Listing Agent" – License #) Acting as: Seller's Agent; Dual Agent
		and ("Selling Agency"),
		("Selling Agent"- License #)
		Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent
	(g)	" <u>Seller's Notice Address</u> " shall be as follows: 2508 Major Hill Road
		Graham, NC 27253
		e-mail address:fax number:
		except as same may be changed pursuant to Section 12.
	(h)	"Buyer's Notice Address" shall be as follows:
		P.O. Box 230
		High Point, NC 27261
		e-mail address: meghan.maguire@highpointnc.govfax number:
		except as same may be changed pursuant to Section 12.
	(i)	If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
	(j)	If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
	(k)	If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.
Section Price.	2. Sale o	f Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase
leases, rapplica to perfo any fees proratio	rents, mon ble, if any orm Seller s required on; any fect transacti	ation of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), rtgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, and/or Exhibit C, as y, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary 's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, d for confirming Seller's account payment information on owners' association dues or assessments for payment or es imposed by an owners' association and/or a management company as agent of the owners' association in connection contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the
		ecording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken his Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and

enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:
Each party shall pay its own attorney's fees.
Deferred/Rollback Taxes: Buyer \square intends to continue \square does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.
If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, \square Seller \square Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such nondisclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

- (a) <u>Title Examination</u>: After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.
- (b) <u>Same Condition</u>: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
 - (c) <u>Inspections</u>: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours,

Page 4 of 9

Buyer Initials OM W

shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.

Section 7. Leases (Check one of the following, as applicable):

- ☑ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.
- ☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.
- (a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;
 - (b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;
- (c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.
- (d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

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Buyer Initials OM W

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other

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Buyer Initials OMW

addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) <u>Seller Knowledge/Assessments</u>: Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

- (b) <u>Compliance</u>: To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
- (c) Owners' Association: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has

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Buyer Initials OM W

previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER: Government Entity	SELLER: Individual
City of High Point (Name of Entity)	Ola Mae Williard
By: DAMON C. DEQUENNE	Name: Ola Mae Williard Date: グダノクタンサ
Title: ASSISTANT CITY MANAGENDate: 08/14/2024	

WIRE FRAUD WARNING

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yer Initials OMW

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Poyner Spruill LLP				
(Name of Escrow Agent)				
Date:	Ву:			
Escrow Agent's contact/notice information is as follows: <u>Stephanie Sanders</u>				
301 Fayetteville St., Suite 1900 Raleigh, NC 27601				
e-mail address: <u>ssanders@poynerspruill.com</u>	fax number: <u>(919)-783-1075</u>	· · · · · · · · · · · · · · · · · · ·		
except as same may be changed pursuant to Section 12.				



City of High Point

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

Master

File Number: 2024-344

File ID: 2024-344 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Contract with A&A Security

City Council is requested to consider a contract with A&A Security in the amount of \$126,921.60 for after hours security guard services at the Municipal Operations Center and

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

Notes:

Sponsors: Enactment Date:

Attachments: A&A Security - Services at MOC Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Security Guard Services at the Municipal Operations Center (MOC) - After Hours				
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: September 16, 2024			
PUBLIC HEARING: No	ADVERTISED DATE/BY: Purchasing RFP-54-062624			
ATTACHMENTS: RFP Evaluation Tabulation Bid Recommendation Form				

PURPOSE: The Electric Utilities Department contracts with a private security firm for security guard services at the Municipal Operations Center. This service benefits not only Electric, but also the Warehouse, Safety & Health, Water/Sewer, Streets and Stormwater departments.

BACKGROUND: Purchasing issued an RFP for these services. The security services provided offer site specific operating procedures and regular walking patrol. The city houses equipment and materials at the MOC that require "round the clock" monitoring.

BUDGET IMPACT: Funds are included in the Electric operating budget to cover this service.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to consider a contract with A&A Security for \$126,921.60 and authorize the appropriate City Official(s) to execute all necessary documents.

City of High Point 54-062624 RFP 54-062624 Evaluation Tabulation

Reviewer:	MG	EO	КН	Total Average	
<u>Vendor Name</u>				Score	
A&A Security	98	96	92	95.33333333	
Allied Universal	72	64	64	66.6666667	
North State	61	56	53	56.66666667	
SSGI	82	76	73	77	
Suasponte Security	60	59	51	56.66666667	

FINANCIAL SERVICES

Purchasing Division



BID RECOMMENDATION

DEPARTMENT Election	ric				
COUNCIL AGENDA	OATE: September 12,	2024			
BID NO.: 54-06262	24 co	NTRACT NO.:		DATE OP	EN: August 1, 2024
DESCRIPTION:	-				
Security Guard Se	ervices at the Muni	cipal Operations C	enter - After	Hours	
PURPOSE:					
the Municipal Ope		nis service benefits	not only Ele	ctric, but a	rity guard services at also the Warehouse,
COMMENTS:					
Purchasing issued	d an RFP for these	services.			
RECOMMEND AWAR	A & A Sec	urity		AMOUNT:	\$126,921.60
JUSTIFICATION:					
	ces provided offer s quipment and mate				gular walking patrol. clock" monitoring.
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEG	ORY	BUDGETED AMOUNT
631795	527101				\$126,921.60
	TOTAL BUDGI	ETED AMOUNT			
DEPARTMENT HEAD:	Tyler Berrie	Digitally signed by Tyl Date: 2024.08.02 10:3	er Berrier 31:49 -04'00' DAT	E: 8/2/2	024
The Purchasing Division	n concurs with recomme	endation submitted by t	ne Electric Util	ties	and recommends
award to the lowest resp				e amount o	f \$126,921.60
PURCHASING MANAGER:	andy E. Harmon	Digitally signed by Candy E. Harn Date: 2024.08.08 10:13:24 -04'00	DAT	E: 8/8/202	24
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.08.08 10:51:23-04'00' DATE: 8/8/24					
Approved for Submissi	on to Council		_		
CITY MANAGER: (For City Council Approval Only)			DAT	E:	



City of High Point

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

Master

File Number: 2024-345

File ID: 2024-345 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Sole Source Agreement with AiDash

City Council is requested to consider a sole source agreement with AiDash in the amount of \$61,000 per year for a total of \$183,000 over a 3-year period for a vegetation management system and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: AiDash - Vegetation Management System Enactment Number:

Contact Name: Hearing Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Vegetation Management System – AiDash Agreement – Sole Source							
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: September 16, 2024						
PUBLIC HEARING: No	ADVERTISED DATE/BY: Sole Source						
ATTACHMENTS: Vendor Proposal AiDash Pilot Info Sole Source Justification Form							

PURPOSE: Procurement of a Vegetation Management solution for better data to develop trim plans for our tree trimming program around power lines.

BACKGROUND: Over the past year, the Electric Utilities department has been piloting a vegetation management program, AiDash. This system utilizes AI and satellite imagery to identify and create a mitigation plan for areas of the system that are most at risk for vegetation/tree related outages. During the pilot period, for the first time ever, we were able to assess our entire overhead distribution network, over 400 miles of overhead lines, for vegetation encroachment. We now have a data driven multi-year vegetation management plan in place.

BUDGET IMPACT: Funds are included in the Electric operating budget to cover this system.

RECOMMENDATION/ACTION REQUESTED: City Council is recommended to consider a contract with AiDash for \$61,000 per year for a total of \$183,000 over a 3-year period and authorize the appropriate City Official(s) to execute all necessary documents.



AiDash Sales Order #_____

Product and Services Pricing and Additional Terms

This Sales Order is entered into as of January 1, 2025 ("Effective Date") by and between AiDash, Inc. ("AiDash"), a Delaware Corporation with a primary address of 3031 Tisch Way, ST 110 Plaza West, San Jose, CA 95128 The City of High Point ("Customer") a manucipality with a primary address of 211 S. Hamiliton P.O Box 230 High Point, NC 27261. This Sales Order is issued pursuant to, and is governed by and is subject to the terms and conditions of the Master Subscription Services Agreement, dated January 1, 2025, by and between AiDash and Customer (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

Customer has purchased following AiDash Products and Services under this order:

- 1. AiDash Intelligent Vegetation Management System (IVMS)
 - a. Software Distribution Model: Software-as-a-Service ("SaaS")
 - b. Term, Renewal & Upgrade:
 - Initial Term: 3 years |
 - Renewal: The agreement shall automatically renew for additional 3 year term upon
 completion of the initial term unless either party notifies the other party of its
 election not to renew at-least 60 calendar days before the end of term. AiDash
 reserves the right to increase the Annual Fee applicable to any Agreement, provided
 that (i) such fees may not be increased more than one time per annum and (ii) such
 increase may not exceed five percent (5%) over the prior year's Annual Fee.
 - Upgrade: Customer can upgrade to a higher tier or purchase add-on modules at any time of the term by paying an applicable upgrade fee on a prorate basis for the rest of the term.
 - **c. Number of users**: unlimited (internal users and contractors of the Customer)
 - d. Number of overhead line miles and type:
 - Distribution: 488
 - Transmission:
 - e. Product Software Plan Purchased:
 - Base Plan: Premium (Base Software Plans are described in Exhibit A)
 - Add-on modules / upgrades purchased: List the add-on modules and features purchased
 - (e.g., Climate Risk Assessment for Veg Management Activity -> Storm Risk Assessment)
 - (e.g. Work Units & Advanced Bid Packets -> Effort & Should Cost Estimate)
 - i. Add-on Module/Upgrade Purchased: N/A
 - f. Support: Standard Support is included in all tiers. Support SLA is described in Exhibit B.
 - g. Implementation, Configuration and Integration:

- Implementation, configuration and integration includes the following services to get Customer's SaaS instance set up and ready to use:
 - i. Create IVMS instance and make it available to Customer's team
 - ii. Set up single sign-on ("SSO") and configure application and security settings including any integrations (if needed).
 - a. Create roles, access privileges based on Customer's needs/requirements.
 - iii. Configure the IVMS application including company logo, branding, list and form layout, etc.
 - a. Configuration will be done for each module included with the subscription purchase.
 - iv. Data ingestion including but not limited to shape files, past outage history, past vegetation management history, etc.
 - v. Set up and configure the mobile application with desired permissions and user roles.
 - vi. Standard training and change management.

h. Professional Services

(If additional professional services are purchased, see Statement of Work ("SOW") at Exhibit C.

i. Fees & Payment Terms:

SaaS Fee	Amount (US\$)
Annual SaaS Fee	\$61,000.00
Total Fee for the Entire Term	\$183,000.00

Implementation, Configuration and Integration Fee	Amount (US\$)
One-time Implementation, Configuration and Integration Fee	-

Invoicing and other terms

- 1. Invoice for Implementation & Configuration fee (one-time) shall be raised in advance at start of the engagement.
 - a. Billing contact: Tyler Berrier
 - b. Billing Contact Email Address: tyler.berrier@highpointnc.gov
- 2. Invoice for SaaS Fee (Payable annually) shall be raised in advance every year of the term.
- 3. The above amounts do not include any Sales tax / Use tax. This shall be assessed by the Customer. Any applicable Sales tax / Use tax shall be charged extra.

Professional Services Fee	Amount (US\$)
See Exhibit C for additional Professional Services de	tails pricing and
SOW	tans, pricing and

IN WITNESS whereof the parties or their duly authorized representatives have entered into this Sales Order on the date set out above.

Customer:	AiDash Inc.
By:	By:
Name:	Name :
Title:	Title:
Date :	Date :

EXHIBIT A: AiDash IVMS SaaS Plans

Legend			
Available	Not Available	Coming Soon	Additional Fee

	AiDash WMS MODULES & FEATURES (For Electric Utilities -> Distribution)	ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
	note Survey wered by SatelliteVision & VegetationAl)				,	
✓	% of OverHead Network Surveyed each Year * GDN & 20% options available. IVMS will always be deployed on 100% of the network irrespective of the % of network surveyed each year.	(One time survey & analysis included for upto 250 line miles; demonstrating key modules / functionalities of PREMIUM Plan)	100%*	100%*	100%*	Custom
√	Spatial resolution of multispectral satellite data Albash shall use this or better resolution satellite imagery for most of the network in scope. In some cases, non-satellite visual imagery may be used instead of satellite imagery. Such imagery shall always be of some or better resolution.	= (50 cm for one time survey of 250 line miles)	50 cm	50 cm	30 cm	Custom
✓	Raw satellite imagery delivered to customer for internal use	=	Yes 🗔	Yes 🧔	Yes 🏮	Custom
✓	Supplemental remote sensing data fusion Albah may prouve & five other remote sensing data (bits SARSateRite imagery, IRSARSateRite imagery, LENAR data, Aerial imagery etc.). This will NOT incur any additional cast. If cleat has cristing LENAR / Aerial survey program, the data from these programs may also be ingested if useful. This may incur additional cast.	= (for one time survey of 250 line miles)	Yes	Yes	Yes	Custom
√	Tree Health Survey	=	-	Yes 👸	Yes	Custom
	Bug Infestation Survey	=	=	=	Yes 🐧	Custom
	Retrospection	=	Yes	Yes	Yes	Custom
	nate Risk Assessment for Veg Management ivities	â	,	,	,	
✓	Weather Widget with Notification	=	Yes	Yes	Yes	Custom
✓	Storm Risk Assessment	=	Yes 🗓	Yes 🗔	Yes 🐧	Custom
✓	Wildfire Risk Assessment	=	Yes 🗔	Yes 🐧	Yes 🐧	Custom
	a-Driven Analysis for Regulatory / Budgeting port 👸	Û				
✓	Rate Case Support	=	Yes	Yes	Yes	Custom
✓	Compliance Reports	=	Yes	Yes	Yes	Custom
√	Budget Planning	=	Yes	Yes	Yes	Custom

	AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)	ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Cycl	le / Routine Veg Management	(at feeder level)	(at feeder level)	(at feeder & sub-feeder level)	(at feeder, sub- feeder & span level)	Ţ,
✓	Next Trim Year (NTY) prediction	=	Yes	Yes	Yes	Custom
√	Grow-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Fall-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Criticality Score	Standard	Standard	Advanced	Advanced	Custom
√	Planning	Yes	Yes	Yes	Yes	Custom
✓	Execution	Yes	Yes	Yes	Yes	Custom
1	Basic Bid Packets	Yes	Yes	Yes	Yes	Custom
	Retrospection	Yes	Yes	Yes	Yes	Custom
Dan	ger / Hazard Tree Management	•	,	,	Ţ.	,
√	Hazard Tree Backlogging / Assessment	Yes	Yes	Yes	Yes	Custom
√	Criticality Score	Standard	Standard	Advanced	Advanced	Custom
√	Tree Health Analysis	=	=	Yes 🐧	Yes	Custom
	Customer / 3rd party Reported Hazard Tree Backlogging	Yes	Yes	Yes	Yes	Custom
	Hazard Tree Hotspots for Surgical Inspection	Basic	Basic	Standard	Advanced	Custom
	Planning	Yes	Yes	Yes	Yes	Custom
	Execution	Yes	Yes	Yes	Yes	Custom
	Bug Infestation Analysis	=	=	=	Yes 🗔	Custom
	Retrospection	Yes	Yes	Yes	Yes	Custom
	cycle / Hotspotting / Risk-based Veg nagement	ú	ú	(at feeder & sub-feeder level)	(at feeder, sub- feeder & span level)	
✓	Grow-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Fall-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Criticality Score	=	=	Advanced	Advanced	Custom
√	Planning	=	=	Yes	Yes	Custom
✓	Execution	=	=	Yes	Yes	Custom
	Retrospection	=	=	Yes	Yes	Custom

	AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)	ESSENTIAL	STANDARD	PREMIUM	SELECT	сиѕтом
Wo	k Units & Advanced Bid Packets 🗓	Û	<u> </u>			<u> </u>
✓	Access / Equipment Type Analysis	=	=	Yes	Yes	Custom
✓	Work Units	=	=	Yes	Yes	Custom
✓	Effort & Should Cost Estimate	=	=	Yes 👼	Yes	Custom
✓	Bid Packets	=	=	Yes	Yes	Custom
	Retrospection	=	=	Yes	Yes	Custom
Insi	thts (Metrics & Predictions)		√		,	. □
√	In-module insights	Yes (Limited to insights that can be derived without remote survey)	Yes	Yes	Yes	Custom
✓	Insights as a Service / API	=	=	=	Yes 🐧	Custom
Cust	om Form Field & Custom Task					
	Custom Form Field Create & manage form fields within modules (Cycle Trim etc.)	Yes	Yes	Yes	Yes	Custom
	Custom Sub-Task Greate & manage tasks within modules (E.g. apply 16R when performing Cycle Trim)	Yes	Yes	Yes	Yes	Custom
	Custom Task Create & monage tasks as a seponate module. (E.g. pole inspection)	Yes	Yes	Yes	Yes	Custom
Rep	orts & Dashboard		✓		,	
√	Pre-defined Reports & Dashboard	Yes	Yes	Yes	Yes	Custom
	Custom Reports & Dashboard	Yes	Yes	Yes	Yes	Custom
Enh	anced Field Service Management	7	 ✓	 ☐	<u> </u>	<u> </u>
	Field Crew & Contractor Management	Yes	Yes	Yes	Yes	Custom
	AdhocTask Dispatch & Management	Yes	Yes	Yes	Yes	Custom
	Timesheet Management	Yes	Yes	Yes	Yes	Custom
Mol	oile App					
✓	Platforms Supported	iOS Android	iOS Android	iOS Android	iOS Android	Custom
✓	Cycle Trim - Work Management	Yes	Yes	Yes	Yes	Custom
√	Danger / Hazard Tree - Work Management	Yes	Yes	Yes	Yes	Custom
✓	Hotspotting / off-cycle VM - Work Management	No	No	Yes	Yes	Custom
✓	Offline Support	Yes	Yes	Yes	Yes	Custom
✓	Location Support	Yes	Yes	Yes	Yes	Custom
	Custom Task - Work Management	Yes	Yes	Yes	Yes	Custom
	Enhanced Field Service Management *Available only if Enhanced Field Service Migrat machine is purchased	Yes	Yes	Yes	Yes	Custom

	AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)	ESSENTIAL	STANDARD	PREMIUM	SELECT	сиѕтом
	lementation, Customization, Deployment & port	7	7	7		7
√	Standard Setup, Implementation & Configuration	Yes	Yes	Yes	Yes	Custom
✓	Unique URL (https://www.customername>.aidash.ia)	Yes	Yes	Yes	Yes	Custom
✓	Basic Customer Branding	Yes	Yes	Yes	Yes	Custom
✓	SSO / Domain Authentication	Yes	Yes	Yes	Yes	Custom
✓	Non-standard Integrations & Customizations	=	=	Yes 🐧	Yes 🍓	Custom
✓	Standard Support (Standard SLA, 9AM - 5PM, Mon-Fri)	Yes	Yes	Yes	Yes	Custom
✓	Enhanced Support (Custom SIA, e.g. 12/7/365, 24/7/365)	=	-	-	Yes 🐧	Custom
✓	Guaranteed Dedicated Instance / Single tenant deployment	Yes 🐞	Yes 🐧	Yes 🐧	Yes	Custom
Сар	ital project geo-clustering & prioritization 💈	û	√	⊘		√
	Geo-clustering of veg management projects with other capital projects	=	Yes	Yes	Yes	Custom
	Planning & prioritization of VM tasks based on capital projects	=	Yes	Yes	Yes	Custom
CRIS (Up	s 🖟 grade Product - not part of core IVMS)	<u> </u>	7	7	 ✓	 ✓
✓	Weather Dashboard & Forecast	=	Yes	Yes	Yes	Custom
✓	Storm Management	=	Yes 🐧	Yes 🐧	Yes 👸	Custom
✓	Wildfire Management	=	Yes 🍓	Yes 🍓	Yes 🐧	Custom
✓	Insights for PSPS	=	Yes 🐧	Yes 🐧	Yes 🐧	Custom
	S ធ្វើ grade Product - not part of core IVMS)	<u> </u>				Ţ.
✓	Encroachment Management (E.g. illegal construction inside RoW)	=	Yes	Yes	Yes	Custom

	AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)	ESSENTIAL	PREMIUM	SELECT	сиѕтом
	note Survey wered by SatelliteVision & VegetationAI)			Ţ,	
✓	% of OverHead Network Surveyed each Year *60% & 30% option available. IVMS will always be deployed on 100% of the network irrespective of the % of network surveyed each year.	(One time survey & analysis included for upto 250 line miles; demonstrating key modules / functionalities of PREMIUM Plan)	100%*	100%*	Custom
✓	Spatial resolution of multispectral satellite data Atlash shall use this or better resolution satellite imagery for most of the network in scope. In some cases, non-satellite visual imagery may be used instead of satellite imagery. Such imagery shall always be of same or better resolution.	= (50 cm for one time survey of 250 line miles)	50 cm	30 cm	Custom
✓	Raw satellite imagery delivered to customer under internal use / derivative license	=	Yes 🐧	Yes 🐧	Custom
√	Supplemental remote sensing data fusion Albash may procure & fuse other remote sensing data (like SAR Satellite imagery, It statellite imagery etc.). This will NOT incur only additional cost. If dient has existing IEAR/Aerial survey program, the data from these programs may also be ingested, if useful. This may incur additional cost.	= (for one time survey of 250 line miles)	Yes	Yes	Custom
√	Tree Health Survey	=	=	Yes	Custom
	Bug Infestation Survey	=	=	Yes 🐧	Custom
	Retrospection	=	Yes	Yes	Custom
	nate Risk Assessment for Veg Management ivities	<u> </u>		Ţ.	
✓	Weather Widget with Notification	=	Yes	Yes	Custom
✓	Storm Risk Assessment	=	Yes 🐧	Yes 🧃	Custom
✓	Wildfire Risk Assessment	=	Yes 🐧	Yes 🗓	Custom
	ta Driven Analysis for Regulatory / Budgeting oport 🖪	i	,		
✓	Rate Case Support	=	Yes	Yes	Custom
√	Compliance Reports	=	Yes	Yes	Custom
✓	Budget Planning	=	Yes	Yes	Custom

	AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)	ESSENTIAL	PREMIUM	SELECT	CUSTOM
Cycle ,	/ Routine Veg Management	 ✓		()	S.
✓	RoW Vegetation Management	=	Yes	Yes	Custom
√	Vegetation Profile Assesment (inside & outside RoW) Vegetation height profile, dearance etc.	_	Yes	Yes	Custom
√	Grow-in Risk Assessment	-	Yes	Yes	Custom
√	Fall-in Risk Assessment	=	Yes	Yes	Custom
✓	Recommended Actions (inside and outside RoW)	-	Yes	Yes	Custom
✓	Criticality Score	Standard	Advanced	Advanced	Custom
✓	Planning	Yes	Yes	Yes	Custom
✓	Execution	Yes	Yes	Yes	Custom
✓	Basic Bid Packets	Yes	Yes	Yes	Custom
	Retrospection	Yes	Yes	Yes	Custom
Dange	r / Hazard Tree Management	,	,	,	Ţ,
√	Hazard Tree Backlogging / Assesment	Yes	Yes	Yes	Custom
√	Criticality Score	Standard	Advanced	Advanced	Custom
✓	Vegetation Profile Assesment (outside RoW) Tree count, Striking tree count etc.	_	Yes	Yes	Custom
√	Tree Health Analysis	=	_	Yes	Custom
√	Recommended Actions (outside RoW)	_	Yes	Yes	Custom
₽	Customer / 3rd party Reported Hazard Tree Backlogging	Yes	Yes	Yes	Custom
	Hazard Tree Hotspots for Surgical Inspection	Basic	Standard	Advanced	Custom
	Planning	Yes	Yes	Yes	Custom
	Execution	Yes	Yes	Yes	Custom
	Bug Infestation Analysis	_	_	Yes 🐧	Custom
	Retrospection	Yes	Yes	Yes	Custom
Off-cy	cle / Hotspotting / Risk-based Veg Management	â	<u>, </u>	,	
✓	Grow-in Risk Assessment	=	Yes	Yes	Custom
✓	Fall-in Risk Assessment	-	Yes	Yes	Custom
✓	RoW Vegetation Management	-	Yes	Yes	Custom
✓	Vegetation Profile Assesment (inside & outside RoW) Vegetation height profile, deurance etc.	=	Yes	Yes	Custom
✓	Recommended Actions (inside and outside RoW)	-	Yes	Yes	Custom
✓	Criticality Score	-	Advanced	Advanced	Custom
✓	Planning	-	Yes	Yes	Custom
✓	Execution	=	Yes	Yes	Custom
	Retrospection	_	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Work (Jnits & Advanced Bid Packets 🔞	û	,	,	Ū.
✓	Access / Equipment Type Analysis	=	Yes	Yes	Custom
✓	W ork Units	=	Yes	Yes	Custom
√	Effort & Should Cost Estimate	=	Yes 🐧	Yes	Custom
✓	Bid Packets	=	Yes	Yes	Custom
	Retrospection	=	Yes	Yes	Custom
Insight	s (Metrics & Predictions)	. □		√	,
√	In-module insights	Yes (Limited to insights that can be derived without remote survey)	Yes	Yes	Custom
✓	Insights as a Service / API	=	=	Yes 🐧	Custom
Custon	n Form Field & Custom Task	✓	☑	✓	✓
	Custom Form Field Geote & monage form fields within modules (Cycle / Houtine Veg Monagement)	Yes	Yes	Yes	Custom
	Custom Sub-Task Oren: R manage tusks within madules (E.g. apply 16H when performing Orde / Routine Veg Management)	Yes	Yes	Yes	Custom
	Custom Task Great: R manage tasks as a separate module (E.g. pole inspection)	Yes	Yes	Yes	Custom
Report	s & Dashboard	Ţ.		√	□
✓	Pre-defined Reports & Dashboard	Yes	Yes	Yes	Custom
	Custom Reports & Dashboard	Yes	Yes	Yes	Custom
Enhan	ced Field Service Management		√	√	. □
=	Field Crew & Contractor Management	Yes	Yes	Yes	Custom
	Adhoc Task Dispatch & Management	Yes	Yes	Yes	Custom
	Timesheet Management	Yes	Yes	Yes	Custom
Mobile	э Ар р			√	
✓	Platforms Supported	iOS Android	iOS Android	iOS Android	Custom
✓	Cycle / Routine Veg Management - Work Management	Yes	Yes	Yes	Custom
✓	Danger / Hazard⊤ree - Work Management	Yes	Yes	Yes	Custom
✓	Hotspotting / off-cycle VM - Work Management	No	Yes	Yes	Custom
✓	Offline Support	Yes	Yes	Yes	Custom
✓	Location Support	Yes	Yes	Yes	Custom
	Custom Task - Work Management	Yes	Yes	Yes	Custom
	Enhanced field Service Management Available only if Enhanced Field Service Migrat module is purchased	Yes	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	сиѕтом	
Implei	mentation, Customization, Deployment & Support	,	₹.	<<	,	
√	Standard Setup, Implementation & Configuration	Yes	Yes	Yes	Custom	
✓	Unique URL (https://www.scustomernamee.aidash.io)	Yes	Yes	Yes	Custom	
✓	Basic Customer Branding	Yes	Yes	Yes	Custom	
✓	SSO / Domain Authentication	Yes	Yes	Yes	Custom	
✓	Non-standard Integrations & Customizations	=	Yes 🐧	Yes 🐞	Custom	
✓	Standard Support (Standard SLA, 9AM - 5PM, Mon-Fri)	Yes	Yes	Yes	Custom	
✓	Enhanced Support (Custom SLA, e.g. 12/7/365, 24/7/365)	=	=	Yes 🐧	Custom	
✓	Guaranteed Dedicated Instance / Single tenant deployment	Yes 🐧	Yes 🐧	Yes	Custom	
Capita	project geo-clustering & prioritization 🗟	<u> </u>	,	✓		
	Geo-clustering of veg managemenet projects with other capital projects	=	Yes	Yes	Custom	
	Planning & prioritization of VM tasks based on capital projects	=	Yes	Yes	Custom	
CRIS [de Product - not part of core IVMS)	<u> </u>	,	₹.	,	
✓	Weather Dashboard & Forecast	=	Yes	Yes	Custom	
✓	Storm Management	=	Yes 🍯	Yes 🗓	Custom	
✓	Wildfire Management	=	Yes 🐧	Yes 🐧	Custom	
✓	Insights for PSPS	=	Yes 🐧	Yes 👸	Custom	
IEMS [(Upgra	de Product - not part of core IVMS)	ú		√		
✓	Encroachment Management (E.g. Megal construction inside RoW)	=	Yes	Yes	Custom	
Confidentially Motive: The information contained in this document is confidential and contains progress information and intellectual projects of Alibash Inc. Meither this document nor any information contained herein may be requireduced or disclosed to any under any current source without the enginess written promises of Alibash Inc.						

EXHIBIT B: Support SLA

1. Definitions.

For purposes of this Exhibit, the following terms have the meanings set forth below. All initial capitalized terms in this Exhibit that are not defined in this Exhibit B shall have the respective meanings given to them in the Agreement.

"Contact List" means a current list of AiDash contacts, emails and telephone numbers set forth in the attached Exhibit to enable Customer to escalate its Support Requests, including: the first person to contact and the persons in successively more qualified or experienced positions to provide the support sought.

"Customer Cause" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Agreement, specified in the then-current Documentation, or otherwise authorized in writing by AiDash: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software/Services by Customer; (b) any maintenance, update, improvement or other modification to or alteration of the Software/Services by Customer; (c) any use of the Software/Services by Customer in a manner inconsistent with the then-current Documentation or, to the extent consistent with and not limiting of the Documentation; (d) any use by Customer of any Third-Party Products that AiDash has not provided or caused to be provided to Customer; or (e) any use by Customer of a non-current version or release of the Software/Services.

"Customer Systems" means Customer's and/or its Clients' information technology infrastructure, including Customer's and /or its Clients' computers, software, databases, electronic systems (including database management systems), and networks.

"**Error**" means any reproducible failure of the Service and/or Software/Service to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.

"First Line Support" means the identification, diagnosis, and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve Customer's Support Requests reporting these Errors: (a) telephone/e-mail/chat assistance; (b) Remote Services; and (c) access to technical information on the AiDash's website for proper use of the Software/Services.

"Other Services" means the services requested by Customer and performed by AiDash in connection with any apparent Service and/or Software Error that is not included in the First Line Support.

"Resolve" and the correlative terms, "Resolved", "Resolving" and "Resolution" each have the meaning set forth in Section 2.2.

"Service Levels" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"Service Level Table" means the table set out in Section 2.2.

"Severity Level 1 Error" has the meaning set forth in the Service Level Table.

"Severity Level 2 Error" has the meaning set forth in the Service Level Table.

"Severity Level 3 Error" has the meaning set forth in the Service Level Table.

"Support Fees" has the meaning set forth in Section 3.1.

"Support Hours" means US Eastern Time working hours (9 AM – 5 PM), Monday – Friday excluding national holidays unless otherwise specified in additional Service Level Agreement(s)(SLAs).

"Support Period" means the Term and, if requested by Customer, any period during which Customer transfers the Support Services to an alternate service provider.

"Support Request" has the meaning set forth in Section 4.

"Support Services" means AiDash's support of the then-current version and release of the Software/Service, including First Line Support but excluding any Other Services.

"Third-Party Products" means all third-party software [(including all Open Source Components)], computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices.

- **2.** <u>Support Services</u>. AiDash shall perform all First Line Support and the <u>Other Services requested by the Customer</u> during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Exhibit and the Agreement, including the Service Levels and other AiDash obligations set forth in this Section 2.
- 2.1 <u>Support Service Responsibilities</u>. AiDash shall use commercially reasonable efforts to (a) respond to and try to resolve all Support Requests in accordance with the Service Levels; (b) provide unlimited First Line Support to Customer during all Support Hours by means of the e-mail address <code>l1.support@aidash.com</code>; (c) provide to Customer all such Other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.
- 2.2 <u>Service Levels</u>. Response and Resolution times will be measured from the time AiDash receives a Support Request until the respective times AiDash has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "Resolve", "Resolved", "Resolved", "Resolved" and correlative capitalized terms mean, with respect to any particular Support Request, that AiDash has corrected the Error that prompted that Support Request and that Customer has confirmed such correction and its acceptance of it in writing. AiDash shall use commercially reasonable efforts to respond to and Resolve all Support Requests within the following times based on Customer's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after AiDash's investigation of the reported Error and consultation with Customer:

					_
I	Severity	Definition	Required Service Level	Required Service Level	ı

Level of Error		Response and Response Time	Resolution Time
1	Business Critical Failures: An Error that: (a) materially affects the operations of the Customer's business or marketability of its service or product; (b) prevents necessary work from being done; or (c) disables or materially impairs (i) any major function of the Software/Service or (ii) Customer's use of any major function of the Software/Service.	Level 1 Response: AiDash shall acknowledge receipt of a Support Request within 4 working hours. Level 2 Response: AiDash shall work on the problem continuously and try to: (a) restore the Software/Services to a state that allows the Customer to continue to use all functions of the Software/Service] in all material respects within 24 hours after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided.	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it, no later than 24 hours after AiDash's receipt of the Support Request. If the AiDash Resolves the Support Request by way of a work-around accepted in writing by Customer, the severity level assessment will be reduced to a Severity Level of Error 2.
2	System Defect with Work-around: (a) a Severity Level 1 Error for which Customer has received, within the Resolution time for Severity Level 1 Errors, a work-around that Customer has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects operations of the Customer's business or marketability of its service or product.	Level 1 Response: AiDash shall acknowledge receipt of a Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around, within 6 working hours. Level 2 Response: AiDash shall, within 2 Business Days after the Level 1 Response time has elapsed, try to provide: (a) an emergency Software/Services fix or work- around; or (b) temporary Software/Services release or update release, that allows the Customer to continue to use all functions of the	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it no later than 2 Business Days after AiDash's receipt of the Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error workaround.

		Software/Services in all material respects.	
3	Minor Error: An isolated or minor Error in the Software/Services that meets each of the following requirements: (a) does not significantly affect Software/Service functionality; (b) can or does impair or disable only certain nonessential Software/Service functions; (c) does not materially affect Customer's use of the Software/Service; and (d) has no or no more than a minuscule effect on the operations of Customer's business or marketability of its service or product.	Level 1 Response: AiDash shall acknowledge receipt of the Support Request within 8 working hours.	AiDash shall try to Resolve the Support Request as soon as practicable and try to resolve it no later than 5 Business Days after AiDash's receipt of the Support Request.

- 2.3 <u>Escalation to Parties' Managers</u>. If AiDash does not respond to a Support Request within the relevant Service Level response time, Customer may escalate the Support Request to the parties' respective designated relationship managers and then to their respective senior management.
- 2.4 <u>Time Extensions</u>. Customer may, on a case-by-case basis, grant/agree in writing to a reasonable extension of the Service Level response or Resolution times.
- 2.5 <u>AiDash Updates</u>. AiDash shall give Customer [regular/monthly] electronic or other written reports and updates of (a) the nature and status of its efforts to correct any Error, including a description of the Error and the estimated time of AiDash's response and Resolution; (b) its Service Level performance, including Service Level response and Resolution times.
- 2.6 <u>Other Services</u>. AiDash shall, at Customer's request, provide to Customer the Other Services in accordance with the terms and conditions of this Exhibit and the Agreement.
- 2.7 <u>Time of the Essence</u>. AiDash acknowledges and agrees that time is of the essence with respect to its performance under this Exhibit and that AiDash's prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

3. Fees.

3.1 <u>Support Fees</u>. The support fee (the "**Support Fees**") is included in the annual SaaS fee. Payment to AiDash of the Support Fees pursuant to this <u>Section 3</u> will constitute payment in full for the performance of the Support Services and Customer will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Exhibit are firm and will not be modified during the Support Period.

4. Support Requests.

Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in Section 2.2 (each a "Support Request"). Customer's shall notify AiDash of each Support Request by e-mail or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer shall provide the AiDash with (a) prompt notice of any Errors; and (b) each of the following to the extent possible and reasonably necessary to assist AiDash to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request (i) direct access at Customer's premises to the Customer Systems and the Customer's files, equipment and personnel; (ii) output and other data, documents and information, each of which is deemed Customer's Confidential Information as defined in the Agreement; and (iii) remote access to the Customer Systems, subject to AiDash's compliance with all of Customer's security and encryption requirements notified to AiDash in writing]; and (iv) such other reasonable cooperation and assistance as AiDash may request.

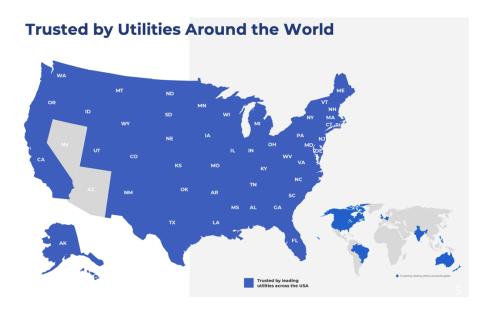
Please enter descriptions of any Professional Services project being delivered other than Standard Implementation & Configuration.



Sole Source Justification - AiDash Intelligent Vegetation Management System(IVMS)

1. Uniqueness:

a. The AiDash AI models used to make the predictions have been pre-trained by AiDash in territories that are the like The City of High Point's territory. Each region/state has unique vegetation patterns, terrain, and risks. An AI model for vegetation management is only as good as the training it has received in similar regions. AiDash AI models have already been deployed and pre-trained in 48 of 50 US states, including North Carolina and the surrounding areas. This puts AiDash's AI models uniquely positioned to deliver consistently accurate results for The City of High Point.



- **b.** AiDash's proven capabilities, including deployments in over 125 utilities for vegetation growth modeling and predicted trim year, are a proprietary and patented technology (https://patents.google.com/patent/US11842538B2) that numerous utilities have validated with very high confidence.
- **c.** AiDash offers a unique turnkey solution that is quick to deploy, modify, and scale and is end-to-end, covering key functionalities imagery acquisition, imagery analytics, data process, use-case specific analytics, end-use, and vendor workflows.
- d. AiDash offers the only deployed at scale solution that combines satellite-based analytics, multi-year planning and budgeting, workforce management and mobile application for managing crews in the field, and a centralized data management dashboard.
- **e.** AiDash AI models have been deployed and tested through its customers in wildfire threat regions of CA, CO, WA, ID, OR, UT and NM.
- **f.** AiDash is the only satellite and AI powered technology provider that can ID optimal work type and include ancillary variables, such as land use, location, grade/slope, fire risk, and population density and present the data in a rich and intuitive web application.
- g. AiDash has unique, proprietary, and proven technology to correct the GIS location of conductors as compared to current shape file data on large networks at scale. AiDash has already corrected over 1,000,000 miles of T&D network. All analysis is made using



- this corrected GIS data. Without such a corrected GIS file, any provider's predictions will be too inaccurate to be of any value for utility vegetation management.
- **h.** AiDash has a proprietary tree health module that enables utilities to leverage our Al's analytics to detect declining health trees and proactively remove them before causing an outage.
- i. AiDash can be a system of record and will digitize the trimming records and plans for utilities.

2. Timeframe:

- a. A new vendor will be required to train its vegetation growth rate model on The City of High Point's service territory. This could take over a year. AiDash Al models are already pre-trained on North Carolina, and we have scanned and analyzed the region's vegetation within in a very close proximity to The City of High Point.
- **b.** AiDash has extensive relationship with world's leading satellite constellations to procure satellite imagery at scale, quickly and reasonable cost. The scale is proven as indicated by them being the only provider who has delivered large-scale deployments on large networks.

3. Others:

- **a.** AiDash has a proprietary Artificial intelligence-based approach to purchasing and acquiring satellite data, which is cost-effective for The City of High Point.
- **b.** AiDash platform uses satellite imagery, which is significantly cheaper than LiDAR, aerial, or ground-based imagery. The Quality of satellite imagery is increasing each year, with much higher resolution available in coming years.
- **c.** AiDash technology is tested and deployed at over 125 utilities on over 1,000,000 miles of T&D network. The positive results of these deployments are proven across multiple years of deployment. No other vendor has a proven and patented technology deployed for multiple years at such a large scale.
- d. AiDash is SOC 2, Type 2 Compliant







Jason Guy Director of Sales

AiDash: Overview

About

Incorporated:

Jan 29, 2019

Offices:

San Jose CA | Reston VA | Austin TX London UK | Bengaluru IND

Partners



Customer Testimonials

nationalgrid

"A time-based cycle approach prune plan is best practice today, but a data-driven optimized approach will soon be the **industry's best management practice**."



Bertram Stewart Vegetation Strategy Manager National Grid



"In year one we eclipsed all (SAIFI) targets for all operating companies after we implemented IVMS. In year two we performed better than the previous year and still eclipsed all targets across the board. That was for us, very positive results."



Heath Williams Senior Analyst, Vegetation Management Entergy

Investor(s): \$43M USD Series A & B

national**grid** partners











Metrics



Live on **+500K Miles** of T&D Lines



Deployed in 45 states & 5 continents



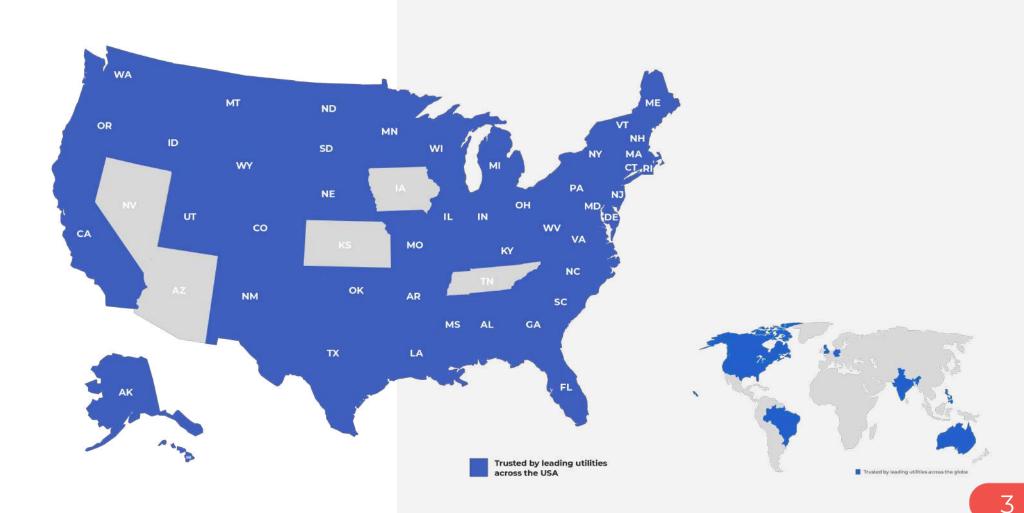
World's 1st Satellite-Powered Vegetation Management



90+ Utility Clients



Trusted by Utilities Around the World



AiDash IVMS Proposal for Pilot



Goal of Pilot / Summary of Scope

Goal of Pilot

Scope Summary

Deploy our standard solution on a small part of your network to:

- ✓ Build your confidence in our technology
- ✓ Demonstrate and quantify the value of partnering with us
- Capture specific use cases that we can explore during full deployment across your entire network

IVMS (Desktop & Field Application)

Satellite-Powered -----

Cycle Trim Module

- Predicted Trim Year (circuit & sub-circuit analysis)
- Criticality Score
- Total Effort Index
- % of network with no veg. within a specific distance of conductor¹
- Planning/budget optimization
- Bid packet creation
- Task assignment & progress monitoring

Risk Module

- Grow-in Risk (inside ROW)
- Fall-in Risk (inside ROW and outside ROW)
- Wildfire risk (if applicable)
- Criticality Score
- Planning/budget optimization
- Task assignment & progress monitoring

Data Capture

Hazard/Danger Tree Logging

- Hazard/Danger Tree Logging on mobile app
- Work prioritization & scheduling
- Task assignment & progress monitoring

Additional Details:

- Up to 250 miles of distribution lines under customer service area
- Unlimited pilot users
- Reports (as mutually agreed)
- Third party integrations are excluded



AiDash proposes to set up a dedicated instance of IVMS with following modules configured & customized as per client requirements.



Line Clearance

Cycle trim planning Hot-spotting / Mid-cycle trim



Work Management

Contractor management & bid packs Work orders Work prioritization & scheduling



Hazard Tree

Outside RoW Inside RoW



Budget Planning

Budget allocation & optimization Contractor spend optimization



Remote Survey

Transmission line survey Regulatory reports



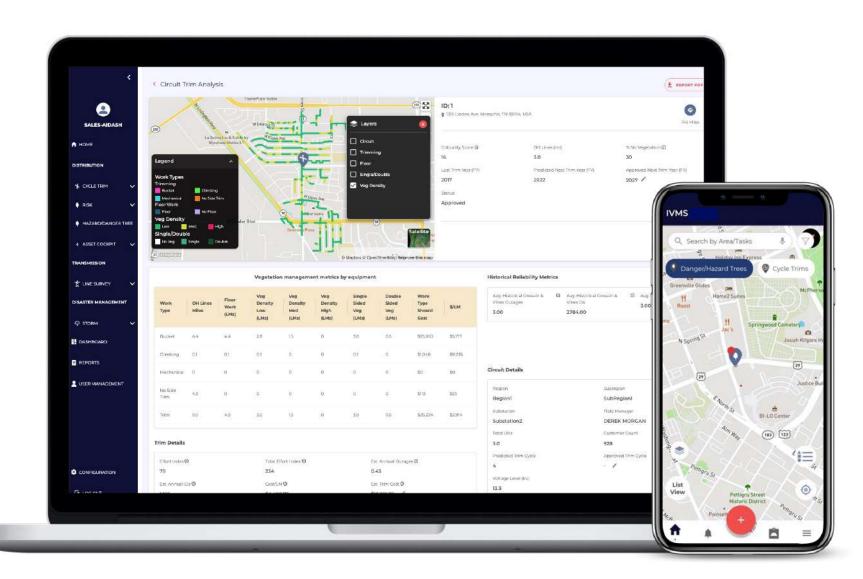
Herbicides & Growth Regulators

Reports, dashboards & customizations



Line Clearance Module

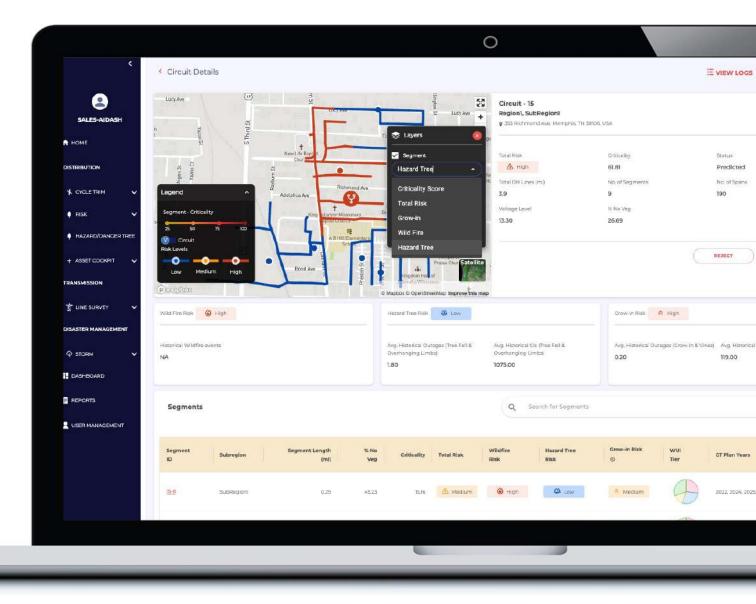
- Cycle trim planning
- Hot-spotting / Mid-Cycle Trim
- Pruning Prioritization
- Vegetation Density Analysis
- Floor Work Identification
- Work/ Equipment
 Type Identification





Hazard Tree Module

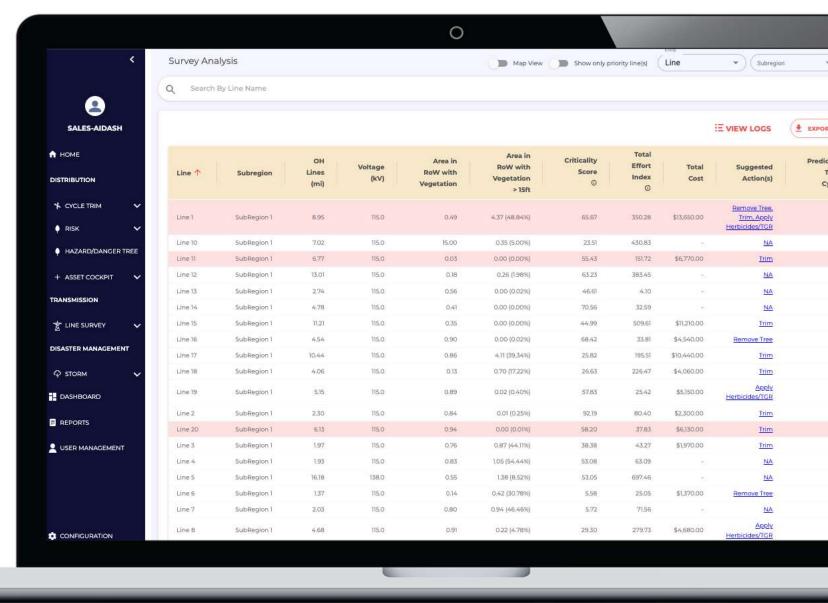
- Proactively Identify Hazard Trees
- Quantity Hazard Tree Risk
- Identify areas of high impact
- Circuit, Segment, and Span Level Risk Analysis





Remote Survey Module

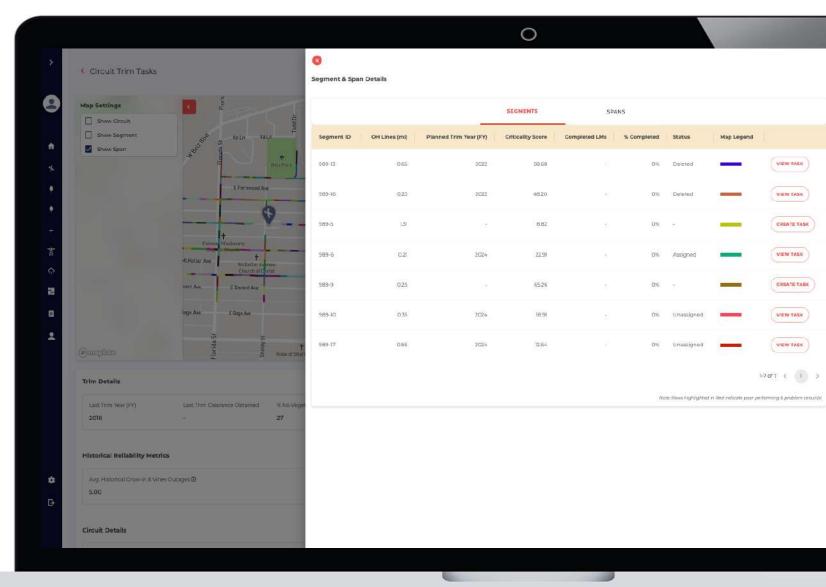
- Transmission line survey
- Suggested Actions
- Regulatory reports





Work Management Module

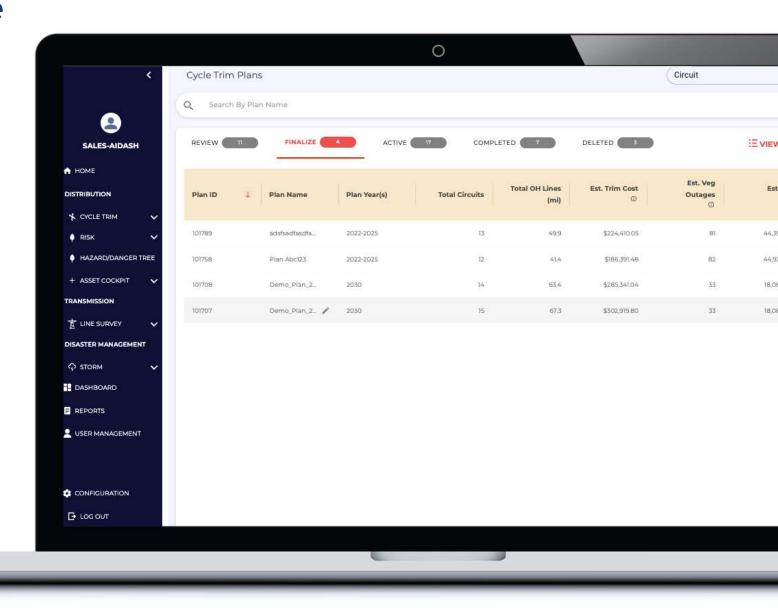
- Contractor management
- Bid pack creation
- Work orders and assignment
- Work prioritization & scheduling
- Mobile application for field notes and collaboration
- Interactive dashboards to help manage contractors





Budget Planning Module

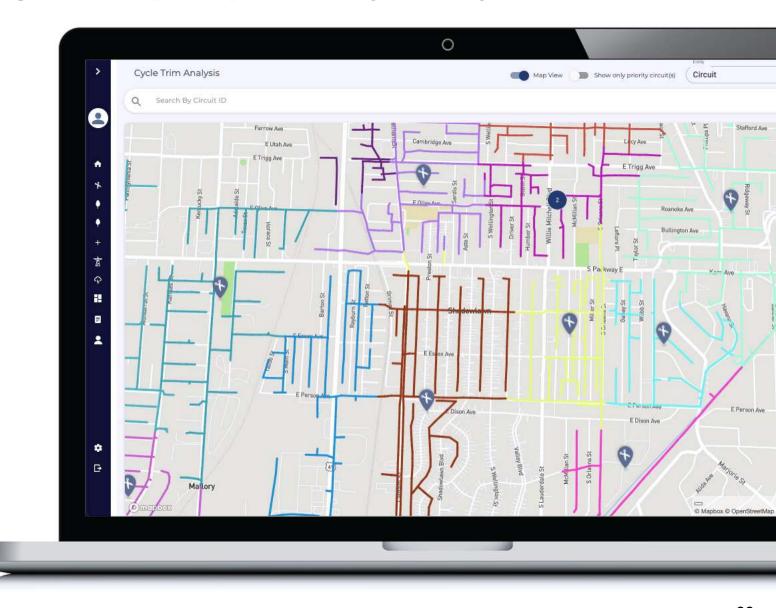
- Budget allocation & prioritization
- Scenario-based budget planning
 - Scenarios based on impact to reliability indexes, veg-related outages, customer interruptions, and volume of work
- Accurately estimate vegetation management expenses
- Contractor spend optimization





Herbicide/ Tree Growth Regulator (TGR) Efficacy Analysis

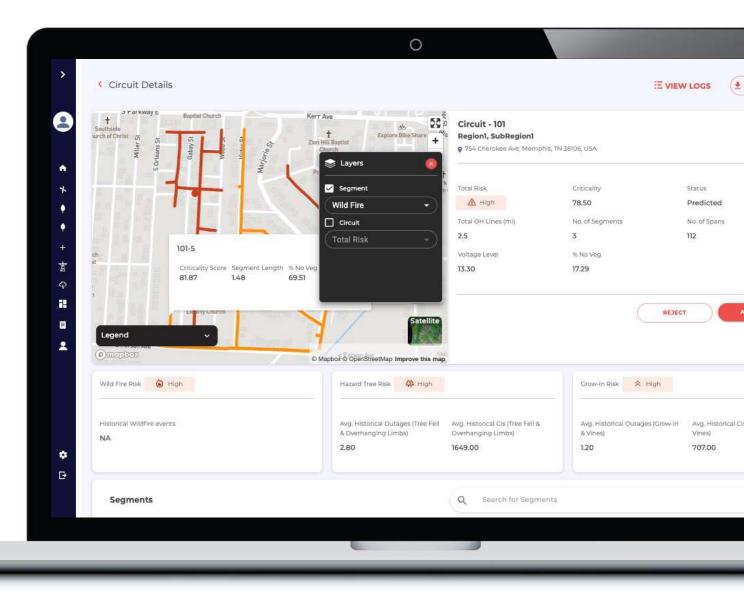
- Measure herbicide kill rates with multispectral analysis
- Change detection analysis from several years to measure TGR efficacy





Wildfire Risk Mitigation Module

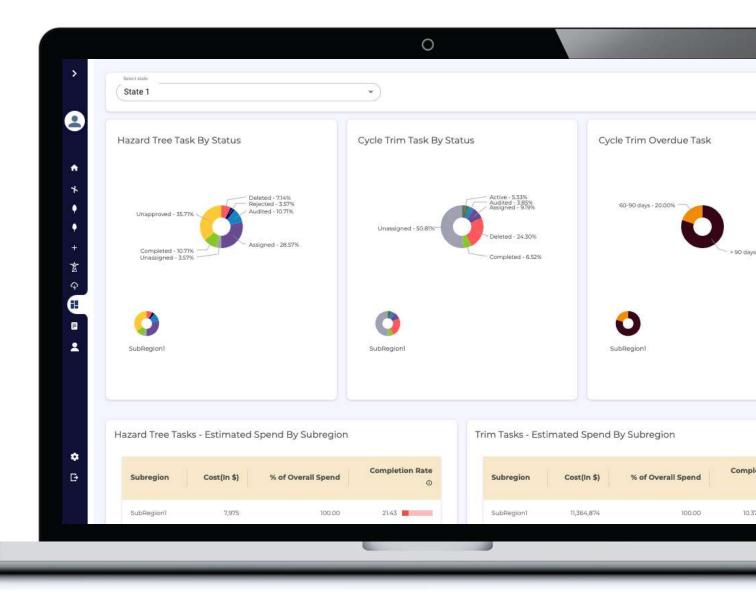
- Identify Vegetationrelated ignition points
- Measure Impact
- Spread analysis, identifying fire breaks
- Quantify Wildfire Risk
- Plan wildfire mitigation activities with this analysis





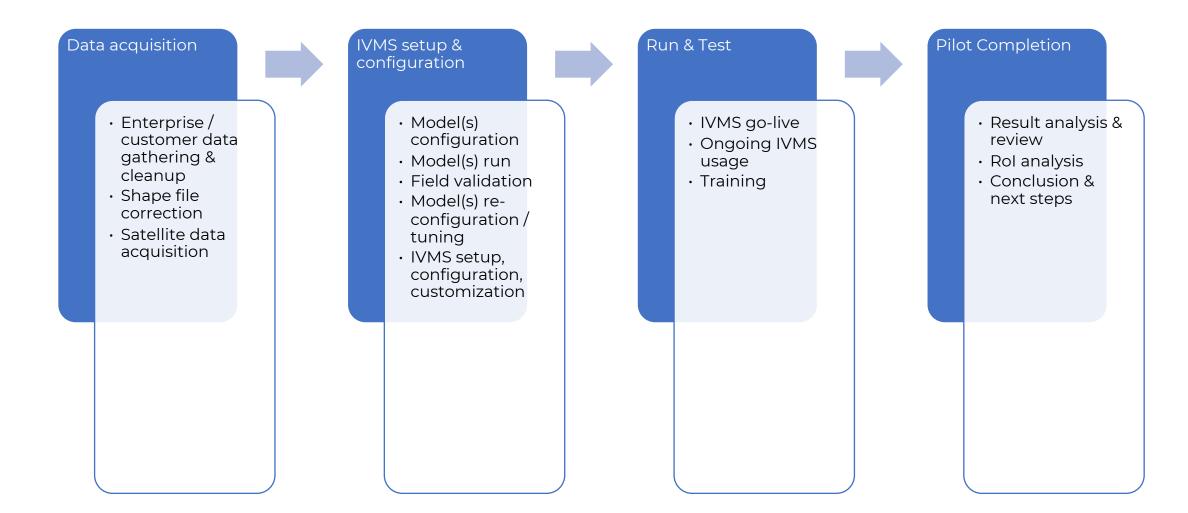
Reports, dashboards & customizations

- Creation of custom reports and dashboards
- Customize based on region
- Work Type
- Hazard Tree Tasks
- Cycle Trim Tasks
- Tasks Status
- Clearances
- Contractor allocation
- Spend analysis





Execution Plan





Pricing Plan (Pilot)

IVMS	Pilot Option
Fixed Fee (SaaS / Subscription)	\$24,900
Variable Fee (Satellite data etc)	Included
Included Line Miles	250
Total	\$24,900
Remark	

All-Inclusive Pricing:

This is all-inclusive pricing. Pricing includes satellite data, analytics, hosting, support, customizations as specified etc.

Payment Terms:

50% advance; 50% on completion. Payable NET 30 days





Thank You

Get in touch with us at

info@aidash.com

www.aidash.com | +1 623-910-1812 |









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					
Vendor: AiDash					
Item(s): Vegetation Management System					
Justification:					
Over the past year, the Electric Utilities department has been piloting a vegetation management program, AiDash. This system utilizes AI and satellite imagery to identify and create a mitigation plan for areas of th system that are most at risk for vegetation/tree related outages. During the pilot period, for the first time ever, we were able to assess our entire overhead distribution network, over 400 miles of overhead lines, for vegetation encroachment. We now have a data driven multi-year vegetation management plan in place.					
Estimated expenditure for the above item(s): \$61,000 per year					
Accounting Unit and Account(s):					
CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. <u>ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT</u> <u>DOCUMENTATION.</u>					
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.					
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 Tyler Berrier Date: 2024.08.28 15:18:55 -04'00'					
Department/Division Electric 8/28/2024					
APPROVAL PROCESS					
Purchasing Manager					
Financial Services Director					
City Council (\$30,000 – Up)					

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219





City of High Point

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

Master

File Number: 2024-346

File ID: 2024-346 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Report of Surplus Equipment Disposal

City Council is requested to consider a report from Fleet Services outlining the disposal of

surplus equipment.

Notes:

Sponsors: Enactment Date:

Attachments: Surplus Equipment Disposal Report Enactment Number:

Contact Name: Hearing Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Report of Surplus Equipment Disposal	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Report of Vehicles/Equipment Sold	

PURPOSE: To report the sale of surplus equipment in fiscal year 2023-2024 as required by the City of High Point Purchasing Policies and Procedures Manual.

BACKGROUND: The City of High Point Purchasing Policies and Procedures Manual requires that fleet vehicles and other equipment sold via an online auction be reported to the City Council on an annual basis. A listing of items sold with descriptions and sale amount is included with this item.

BUDGET IMPACT: The sale of this equipment generated \$802,587.45 (FY 2023-2024) in proceeds for the City of High Point.

Previous sale amounts were:

FY22-23: \$962,718.04 FY21-22: \$717,221.57 FY20-21: \$990,139.07 FY19-20: \$704,918.66

RECOMMENDATION/ACTION REQUESTED: City Council is requested to consider the report from Fleet Services outlining the disposal of surplus equipment.

City of High Point

Vehicles/Equipment sold on Govdeals

FY 2023-2024		Sale		
Item Description		Amount		
2016 Chevy Impala	\$	11,505.00		
2015 Peterbilt Side Loader	\$	98,000.00		
1998 Rogers Trailer	\$	4,950.00		
2011 John Deere 524K	\$ \$ \$	36,000.00		
2014 Chevrolet Tahoe	\$	8,900.00		
2012 John Deere 5100M	\$	22,000.00		
2009 Ford Fusion	\$	5,500.00		
2013 Chevy Silverado	\$	5,052.00		
1993 Ford Tractor	\$ \$	8,600.00		
2014 Dodge Charger	\$	2,725.00		
2007 Ford Crown Vic	\$	5,250.00		
2003 Ford F450 Ambulance	\$ \$	8,500.00		
2012 Dodge Charger	\$	2,525.00		
2011 John Deere Ztrack	\$	2,075.00		
2012 John Deere Ztrack	\$	1,375.00		
2014 John Deere Ztrack		2,651.00		
2004 Chevy Suburban	\$ \$	4,150.00		
2012 Ford F350 Utility Body	\$	16,700.00		
2017 Peterbilt 320 Side Loader	\$	75,500.00		
2004 Chevy Suburban		4,225.00		
2012 Dodge Charger	\$ \$ \$	3,000.00		
Lot of badger meters	\$	13,650.00		
2015 Toyota Sienna	\$	11,200.00		
2014 Dodge Charger	\$	3,566.00		
2008 Sterling Dump Truck	\$	56,000.00		
2008 Ford F150	\$	6,200.00		
2007 International 7400	\$	40,500.00		
2013 Ford E250	\$	11,500.00		
2005 Ford F450	\$	9,001.00		
1996 Ford Ranger	\$	5,170.00		
2009 Ford Escape	\$	5,750.00		
2012 Chevy 2500	\$	7,550.00		
2014 Ford F150 4X4	\$	4,700.00		
2008 Ford F150	\$	7,000.00		
2013 Chevy Silverado	\$ \$ \$ \$ \$ \$	8,087.00		
2014 International Boom Loader	\$	45,500.00		
2014 Dodge Charger	\$ \$ \$ \$ \$ \$	4,750.00		
2012 Dodge Charger	\$	3,150.00		
2009 Chevy 2500	\$	5,700.00		
2006 Chevy 2500	\$	6,800.00		
2010 John Deere 624K Loader	\$	41,000.00		
2016 Ford F350 Utility Body	\$ \$	8,600.00		
2011 Ford F250 4X4		10,200.00		
2009 F750 Underground Electric Truck	\$	17,700.00		

2009 Toyota Camry	\$	6,950.00
2010 Mazda CX-9	\$	3,650.00
2011 Dodge Caravan	\$ \$ \$	5,400.00
2018 Chevy Tahoe	\$	2,703.01
2008 Ford F350		7,205.00
2016 Chevy Impala	\$	6,300.00
2015 Dodge Charger	\$	2,149.00
2016 Chevy Impala	\$	7,601.00
2013 Chrysler 200	\$ \$ \$ \$ \$ \$	4,494.43
2016 Chevy Impala	\$	5,150.00
2016 Chevy Impala	\$	5,300.00
2015 Dodge Charger	\$	1,725.00
2012 Kia Optima	\$	4,250.00
Lot of signs and cones	\$	210.00
Lot of used signs	\$	530.00
Terex Compactor	\$	500.00
Terex Compactor	\$	500.00
Lot of Used Parts	\$	103.00
Watch Guard Lot 19	\$	850.00
Lot of Used Parts	\$	1.00
Trench Box	\$	5,750.00
Lot of Paddle Boats	\$	3,050.00
1991 Ford 4630 Tractor	\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$	5,728.00
Lot of used computers	\$	3,383.00
John boat and motor	\$	471.00
Ballymore Forklift Basket	\$	260.01
Lot of used furniture	\$	26.99
1996 Bandit Chipper Trailer	\$	4,350.00
Port A Cool	\$	525.00
2007 Exmark Mower	\$	625.00
Tire Machine	\$	2,326.01
Stihl blowers and weedeaters	\$	150.00
Used office equipment, break room tables and desk		10.00
Nitro Fill Machine	\$	505.00
Magnum Vehicle Lifts	\$	1,800.00
ARE Camper Shell	\$	250.00
Dewalt Power Tools	\$	72.00
Craftsman Drill Press	\$	100.00
Water Meters	\$	30,500.00
2013 Dodge Charger	\$	4,250.00
SPX Robinair	\$	52.00
LP Generator	\$ \$ \$ \$ \$ \$ \$ \$ \$	675.00
2006 John Deere 990	\$	9,700.00

\$ 802,587.45



City of High Point

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

Master

File Number: 2024-347

File ID:2024-347Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Purchase from Ascendum Machinery

City Council is requested to consider a purchase from Ascendum Machinery in the amount of

\$265,546.40 for one (1) Lee Boy 8515E Asphalt Paver .

Notes:

Sponsors: Enactment Date:

Attachments: Ascendum Machinery- Lee Boy 8515E Asphalt Paver Enactment Number:

Contact Name: Hearing Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Asphalt Paver				
MEETING DATE: September 16, 2024				
ADVERTISED DATE/BY: N/A				
ADVERTISED DATE/BT. N/A				
ATTACHMENTS: Formal Bid Recommendation				

PURPOSE: Purchase of an additional asphalt paver for the Streets Division.

BACKGROUND: The Streets Division received funding in the 2024-2025 budget for an additional asphalt paver. Using Sourcewell contract pricing, Ascendum Machinery has a Lee Boy 8515E Paver that will meet their needs. The price of \$265,546.40 is for the paver, delivery, and training. Delivery is estimated to be less than two (2) months.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing one (1) Lee Boy 8515E Paver from Ascendum Machinery in the amount of \$265,546.40.



FINANCIAL SERVICES

Purchasing Division



BID RECOMMENDATION

DEPARTMENT Fleet Services Department					
COUNCIL AGENDA DATE: September 16, 2024					
BID NO.: Sourcewell CONTRACT NO.: 060122-VTL DATE OPEN:					
DESCRIPTION:					
2024 Lee Boy 85	15E Paver			,	
PURPOSE:					
	well Contract# 060		budget for an additic 8515E Paver has b	enal asphalt paver. een recommended for	
COMMENTS:					
The price of \$265 two (2) months.	,546.40 is for the p	aver, delivery, and	training. Estimated o	delivery is less than	
RECOMMEND AWAR	Ascendun	n Machinery	AMOUNT	\$265,546.40	
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			\$265,546.40	
	TOTAL BUDG	L ETED AMOUNT		\$265,546.40	
DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS Date: 2024.08.30 10:03:07 -04'00' DATE: 08/30/2024					
The Purchasing Division concurs with recommendation submitted by the Fleet Department and recommends					
award to the lowest responsible, responsive bidder Ascendum Machinery in the amount of \$265,546.40					
PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.08.30 11:09:02 -04'00' DATE: 8/30/2024					
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 8/30/24					
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: 2024-348

File ID:2024-348Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Purchase from Deere & Company

City Council is requested to consider a purchase from Deere & Company in the amount of \$245,148.62 for two (2) John Deere 6230 tractors and declaring the old tractors and mowing

accessories as surplus and disposing through the online auction process.

Notes:

Sponsors: Enactment Date:

Attachments: Deere & Company - 6230 Tractors Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: John Deere Tractors	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	•

PURPOSE: The Streets Maintenance Division is currently utilizing John Deere 6230 Tractors. The tractors have over 6,000 hours and need replacement due to escalating repair costs. Using the Sourcewell Contract# 082923-DAC two (2) 2024 John Deere 5090M Utility Tractor with side rear flail mower attachments are being recommended for council approval.

BACKGROUND: The Streets Maintenance Division is currently utilizing John Deere 6230 Tractors. The tractors have reached the end of their useful life due to condition and escalating repair costs. Deere & Company has the John Deere 5090M Utility Tractor with side and rear flail mower attachments that will continue to meet their needs. The price of \$122,574.31 is for the tractor, side flail mower attachment, rear flail mower attachment, operator training, and delivery. The price for two (2) is \$245,148.62. The delivery time is less than 365 days.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends Council approve purchasing two (2) John Deere 5090M tractors from Deere & Company \$245,148.62 and declaring the old tractors and mowing accessories as surplus and disposing through the online auction process.



FINANCIAL SERVICES

Purchasing Division



BID RECOMMENDATION

DEPARTMENT Fleet Services Department						
COUNCIL AGENDA DATE: September 16, 2024						
BID NO.: Sourcew	ell co	NTRACT NO. 08292	3-DAC DATE O	PEN:		
DESCRIPTION:						
2024 John Deere	2024 John Deere 5090 M Utility Tractor with Diamond side and rear flail mower attachments.					
PURPOSE:						
condition, and milea	The Street's Division are currently utilizing John Deere 6230 Tractors that need replacement due to age, condition, and mileage. Using the Sourcewell Contract# 082923-DAC two (2) 2024 John Deere 5090 M Utility Tractors with Diamond side and rear flail mower attachments are being recommended for Council approval.					
COMMENTS:						
1	The price of \$122,574.31 is for the tractor and side and rear implements. The price of two (2) is \$245,148.62. Estimated delivery is less than 365 days.					
RECOMMEND AWARD TO: Deere & Company AMOUNT: \$245,148.62						
Using the bid allows the City of High Point to take advantage of the volume discount offered through the Sourcewell Contract.						
CCOUNTING UNIT ACCOUNT ACTIVITY CATEGORY BUDGETED AMOUNT						
501271	532401			\$245,148.62		
	1	*				
	TOTAL BUDGE	LI ETED AMOUNT		\$245,148.62		
DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS DATE: 08/30/2024						
The Purchasing Division concurs with recommendation submitted by the Flee Department and recommends ward to the lowest responsible, responsive bidder Deere & Company in the amount of 245,148.62						
PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.08.30 11:23:09 -04'00' DATE: 8/30/2024						
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Date: 2024,08,30 11:50:24-04'00' DATE: 8/30/24						
approved for Submission to Council						
CITY MANAGER: or City Council Approval Only)			DATE:			



City of High Point

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

Master

File Number: 2024-349

File ID: 2024-349 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Purchase from Piedmont Truck Center

City Council is requested to consider a purchase from Piedmont Truck Center in the amount of \$110,149.20 for one (1) Ford F750 truck and declare the current truck as surplus and disposing

through the online auction process.

Notes:

Sponsors: Enactment Date:

Attachments: Piedmont Truck Center - Ford F750 Truck Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Ford F750 with Godwin 14 Foot Dump Body		
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024	
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A	
ATTACHMENTS: Formal Bid Recommendation		

PURPOSE: The Water Mains Division is currently utilizing a Ford F750 truck that needs replacement based on age and overall condition. Using the NC State Contract# 2510A a 2025 Ford F750 truck is being recommended for council approval.

BACKGROUND: The Water Mains Division is currently utilizing a Ford F750 that needs replacement due to age and overall condition. Piedmont Truck Center has the 2025 Ford F750 that will continue to meet their needs. The price of \$110,149.20 is for the truck, dump body, delivery, and training. Delivery is estimated to be less than 365 days.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing one Ford F750 Truck from Piedmont Truck Center in the amount of \$110,149.20 and declaring the current truck as surplus and disposing through the online auction process.



FINANCIAL SERVICES

Purchasing Division



BID RECOMMENDATION

DEPARTMENT Fleet Services Department							
COUNCIL AGENDA	COUNCIL AGENDA DATE: September 16, 2024						
BID NO.: NC State Contract CONTRACT NO.: 2510A DATE OPEN:							
DESCRIPTION:							
2025 Ford F750 Truck with 14' Godwin Dump Body							
PURPOSE:							
The Water Mains replacement due truck with Godwi	to age and cond	dition. Using the	NC State	Contrac	t# 2510A	a 20	
COMMENTS:							
The price of \$11 than 365 days.	0,149.20 is for tr	uck, dump body	, delivery,	and train	ing. Estir	nated	d delivery is less
RECOMMEND AWA	RD TO: Piedmo	ont Truck Cer	nter		AMOUNT:	\$110),149.20
JUSTIFICATION:							
Using the bid allother through the NC S		igh Point to take	advantag	e of the	volume dis	scoui	nt offered
ACCOUNTING UNIT	ACCOUNT	ACTIVIT	Υ	CATEGO	DRY	BUD	GETED AMOUNT
501271	532401				,		\$110,149.20
	TOTAL BU	I IDGETED AMOUN	Т				\$110,149.20
DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS Date: 2024.08.30 08:44:56 -04'00' DATE: 08/30/2024							
The Purchasing Division concurs with recommendation submitted by the Fleet Department and recommends award to the lowest responsible, responsive bidder Piedmont Trucks in the amount of \$110.149.20							
PURCHASING MANAGER: In the amount of \$110,149.20							
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.08.30 14:39:09-04'00' DATE: 8/30/24							
Approved for Submission to Council							
CITY MANAGER: For City Council Approval Only)				DAT	Е:		



City of High Point

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

Master

File Number: 2024-350

File ID: 2024-350 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Purchase from Piedmont Truck Center

City Council is requested to consider a purchase from Piedmont Truck Center in the amount of \$463,824 for two (2) Western Star 47X tandem dump trucks with Godwin Bodies and declaring the existing equipment as surplus and disposing of through the online disposal process.

Notes:

Sponsors: Enactment Date:

Attachments: Piedmont Truck Center- Western Star 47X Dump

Trucks

Enactment Number:

Drafter Name: alison.glynn@highpointnc.gov

Effective Date:

Hearing Date:

History of Legislative File

Contact Name:

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Western Star Tandem Dump Truck	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Streets and Storm Water Divisions are currently utilizing tandem dump trucks that need replacement based on age and overall condition. Using the NC Sheriff's Association Contract# 24-08-0421R, two (2) Western Star 47X tandem dump trucks with Godwin Bodies are being recommended for council approval.

BACKGROUND: The Streets and Storm Water Divisions are currently utilizing trucks that need replacement based on their age, condition, and operating hours. Piedmont Truck Center has the Western Star 47X tandem dump truck with Godwin Body that will continue to meet their needs. The price of \$235,290 is for the dump truck, snowplow equipment, extended warranty, operator training, and delivery. The second truck is \$228,534. The cost for the two (2) is \$463,824. 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 Council approve purchasing two (2) Western Star 47X tandem dump trucks with Godwin Bodies from Piedmont Truck Center and declaring the existing equipment as surplus and disposing of through the online disposal process.



FINANCIAL SERVICES

Purchasing Division



BID RECOMMENDATION

DEPARTMENT Fleet Services Department						
COUNCIL AGENDA	DATE: September 16,	2024				
BID NO.: NC Sherif	BID NO. NC Sheriff's Association CONTRACT NO. 24-08-0421R DATE OPEN:					
DESCRIPTION:						
2025 Western Sta	ar with Godwin bod	y, plow, and sprea	der.	~		
PURPOSE:						
			ng tandem dump truc estern Star trucks wi			
COMMENTS:						
			w, spreader, extende of two (2) is \$463,824	ed warranty, and . Estimated delivery is		
RECOMMEND AWAR	D TO: Piedmont	Truck Center	AMOUNT	\$463,824		
	vs the City of High neriff's Association.		ntage of the volume o	discount offered		
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT		
501271	532401			\$463,824		
		-				
				×		
	TOTAL BUDGE	ETED AMOUNT		\$463,824		
DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS DATE: 08/30/2024						
The Purchasing Division concurs with recommendation submitted by the Fleet Department and recommends award to the lowest responsible, responsive bidder Piedmont Truck Center in the amount of \$463,824.00						
PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.08.30 11:56:01 -04'00' DATE: 8/30/2024						
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn DATE: 8/30/24						
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: 2024-351

File ID: 2024-351 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Task Order with GEL Engineering of NC, Inc.

City Council is requested to consider a Task Order with GEL Engineering of NC, Inc. for Professional Engineering Services in the amount of \$131,435 and authorize the appropriate

City Official(s) to execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Task Order - GEL Engineering of NC, Inc. Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Annual Assistance with Air Permit Reporting Requirements and Compliance GEL Engineering of NC Inc.			
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: September 16, 2024		
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: Master Agreement - Task Order		
ATTACHMENTS: Scope of Services			

PURPOSE: To contract with GEL Engineering of NC Inc. for annual air permitting assistance at the Eastside Wastewater Treatment Plant. The city has a master agreement for professional services with GEL Engineering of NC.

BACKGROUND: The City of High Point operates under a Title V air emissions permit at the Eastside WWTP. The air permit includes numerous reporting requirements, annual compliance emissions testing of the fluidized bed incinerator, and quarterly compliance emissions testing of the Sorbent Polymer Composite (SPC) Adsorber as required by the EPA approved Alternate Monitoring Plan.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval and asks for the Council to award a task order for professional engineering services to GEL Engineering of NC Inc. for the amount \$131,435.



AIR PERMITTING SERVICES & COMPLIANCE EMISSIONS TESTING

FLUIDIZED BED SEWAGE SLUDGE INCINERATOR



AUGUST 26, 2024 | GEL PROPOSAL NO. HIPT00324



August 26, 2024

Mr. Derrick Boone
Assistant Public Services Director
City of High Point
211 S Hamilton, Room 206
High Point, North Carolina 27260

Re: Proposal for Assistance with Air Permitting Services and Compliance Emissions Testing

of the Fluidized Bed Incinerator

August 2024 - July 2025

Eastside Wastewater Treatment Plant

Air Permit No. 08074T17

Dear Derrick:

GEL Engineering of NC, Inc. (GEL) appreciates the opportunity to provide air permitting assistance to the City of High Point (City) related to reporting requirements included in the Title V operating permit for the Eastside Wastewater Treatment Plant (Eastside WWTP) in Jamestown, North Carolina. Outlined below is our understanding of the project, a proposed scope of work, and cost estimate.

PROJECT INFORMATION

Eastside WWTP is currently covered under Title V operating permit No. 08074T17 issued on June 11, 2024 with an August 10, 2024 effective date, by the North Carolina Department of Environmental Quality (NCDEQ) Division of Air Quality (DAQ). The referenced air permit includes numerous reporting requirements and requires annual compliance emissions testing of the fluidized bed incinerator (FBI) (ID No. ES-01).

SCOPE OF WORK

The following outlines GEL's proposed scope of work:

<u>Task No. 1: Assistance with Environmental Compliance Reporting and General On-Call Services</u> – Eastside WWTP

Based on a review of the Eastside WWTP's Title V operating permit, Eastside WWTP is required to prepare and submit the following reports to NCDEQ DAQ:

- Semiannual reports (January 30th and July 30th of each year) that include a summary of deviations regarding wet scrubber (CD-01) pressure drop and exhaust gas oxygen (O₂) content for the Fluidized Bed Incinerator (FBI) (ES-01) (Condition Nos. 2.1 (A) (2) (f) and 2.1 (A) (5) (u) (ix).
- Annual report (February 19th) including the following (Condition No. 2.1 (A) (7) (g)):
 - Records related to pollutant limits for metals.
 - Concentrations of arsenic, cadmium, chromium, lead, and nickel in sewage sludge fed to the incinerator.
 - Information showing how the requirements for beryllium and mercury in the NESHAP's are being met.
 - o Records related to carbon monoxide (CO) limit:
 - CO monthly average concentrations in the stack exit gas.
 - ➤ O₂ concentration in the stack exit gas for each incinerator.
 - Information used to measure moisture content in the stack exit gas for the incinerator.
 - o Records related to management practices and monitoring requirements:
 - Combustion temperatures, including maximum daily combustion temperature in the incinerator.
 - > Measurements for required air pollution control device operating conditions.
 - ➤ Calibration and maintenance log for instruments used to measure:
 - CO level in stack exit gas.
 - Oxygen level in stack exit gas.
 - Moisture content in stack exit gas.
 - Combustion temperature in the incinerator.
- Annual compliance report (April 2025) required by 40 CFR Part 60 Subpart MMMM (Condition Nos. 2.1 (A) (5) (u) (ii) and 2.1 (A) (6) (r) (iii)).
- Semiannual deviation reports (if applicable) (January 30th and July 30th of each year) required by 40 CFR Part 60 Subpart MMMM (Condition Nos. 2.1 (A) (5) (u) (iii) and 2.1 (A) (6) (r) (iv)).

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- Semiannual reports (January 30th and July 30th of each year) including summary of monitoring and recordkeeping activities associated with the sand silo baghouse (Condition No. 2.1 (B) (1) (f)).
- Semiannual reports (January 30th and July 30th of each year) including summary of monitoring and recordkeeping activities associated with the three 2,000 kilowatt (kW) No. 2 fuel oil-fired dual use generators (Condition No. 2.1 (C) (3) (bb)).
- Semiannual reports (January 30th and July 30th of each year) including summary of operational hours for the 2,000 kilowatts (kW) No. 2 fuel oil-fired dual use generators (previous 17-months) (Condition No. 2.2 (A) (1) (e).
- Annual Title V certification report (March 1st) (Condition No. 4 (P)).
- Annual Emission Inventory (June 30th) (Condition No. 4 (X)).

It is assumed that the City will provide all the necessary information to prepare the preceding reports. The scope of work for this project does not include onsite data collection and coordination of recordkeeping requirements.

GEL will also provide general on-call support services related to environmental compliance at the Eastside WWTP.

<u>Task No. 2: Assistance with Environmental Compliance Reporting – Frank L. Ward Water</u> <u>Treatment Plant and Westside Wastewater Treatment Plant</u>

GEL will prepare the semiannual reports (January 30th and July 30th of each year) required under 40 CFR Part 63 Subpart ZZZZ for submittal to NCDEQ DAQ for Generator Nos. 1 and 2 located at the Frank L. Ward Water Treatment Plant and Generator No. 1 at the Westside Wastewater Treatment Plant.

<u>Task 3 – Conduct Compliance Emissions Testing of the FBI (tentatively scheduled for June 2025)</u>

3.1 Prepare Stack Testing Protocol

GEL will prepare a site-specific stack testing protocol for submittal to the NCDEQ DAQ as required by §60.5235 (g) (2) and Condition No. (4) (JJ). GEL will provide a draft version of the site-specific stack testing protocol to the City for review and approval. The site-specific stack testing protocol plan must be submitted to NCDEQ DAQ at least 45 days prior to the planned completion of the performance testing.

3.2 Conduct Performance Test

Emissions tests will be conducted on the FBI using the Environmental Protection Agency (EPA) methodologies listed in the following table:

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Parameter	Method(s)	Duration
Gas Velocity and Volume Flow Rates	1 & 2	as required
O ₂ /CO ₂	3A	as required
Moisture Content	4	as required
PM (filterable) & HCL ¹	5 / 26A	3 two-hour runs
Sulfur Dioxide (SO ₂)	6C	3 one-hour runs
Nitrogen Oxide (NO _x)	7E	3 one-hour runs
Carbon Monoxide (CO)	10	3 one-hour runs
Dioxin / Furan (D/F)	23	3 three-hour runs
Metals ²	29	3 two-hour runs
Mercury ³ (Hg)	30B	3 two-hour runs
Opacity – Ash Handling Fugitive	22	3 one-hour runs
Sludge Analysis ⁴	SW846-6010C	As required
Sludge Analysis – Btu Content	D240	Grab sample

**Notes:

The sampling for the analytes noted above meet the testing requirements outlined in Condition Nos. 2.1 (A) (5) and (6).

3.3 Perform Relative Accuracy Test Audit

GEL will perform a relative accuracy test audit (RATA) on the Continuous Emissions Monitoring system (CEMs) for the exhaust of ES-01.

Testing will be performed using the EPA methodologies listed below.

Parameter	Test Method	Duration
СО	10	9-12, 21-minute runs

RATA testing will be performed in accordance with 40 CFR Part 60. GEL personnel will reduce the data for each run in the field. This includes moisture correction after each run or sets of runs. RATA emissions data will be bias and moisture corrected at the end of each test run and provided to the City.

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¹ Particulate matter (PM) & hydrogen chloride (HCL).

² Metals to be targeted include As, Be, Cd, Cr, Ni and Pb.

³ GEL will employ EPA Method 30B to determine total vapor Hg.

⁴Analysis of sludge will be for As, Be, Cd, Cr, Hg, Ni and Pb.

3.4 Prepare Compliance Emissions Test Report

All test results will be submitted to the City within 30 days after completion of the tests. All results will be reported in accordance with the guidelines required by the EPA. After the City has reviewed the results and addressed any concerns, a draft report will be prepared and submitted to the City for review. A final report will be submitted to the City within 45 days after completion of the tests. GEL will provide one electronic copy (PDF) and two bound copies to the City. The test results will be expressed as noted in the following table:

Parameter	Units
PM ¹	mg/dscm, lb/hr, lb/ton of dry sludge
SO ₂ , NO _x , CO ¹ 3A	ppm by dry volume, lb/hr, lb/ton of dry sludge
D/F ¹	nanograms per dscm, lb/hr, lb/ton of dry sludge
HCL ¹	ppm by dry volume, lb/hr, lb/ton of dry sludge
Metals ^{1, 2}	mg/dscm, lb/hr, lb/ton of dry sludge
Btu content	Btu/lb of dry sludge

**Notes:

GEL will utilize the following laboratories for sample analysis:

Analyte	Laboratory
PM	GEL
SO ₂ , NO _x , CO ¹	GEL
D/F	Cape Fear Analytical, Inc. Wilmington, N.C.
HCL	Element One Lab, Inc. Wilmington, N.C.
Metals	Element One Lab, Inc. Wilmington, N.C.
Mercury ²	GEL
Btu content	GEL

^{**}Notes:

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¹ All reported pollutant concentrations will be adjusted to 7 percent oxygen.

² As required by Condition No. (2.1) (A) (7) (f) (i) (J), control efficiencies for As, Be, Cd, Cr, Hg, Ni and Pb will be calculated.

¹ Pollutants will be measured using GEL CEMs.

² GEL will analyze the absorbent traps utilized for total Hg.

Task 4 - Prepare Air Permit Application to Revise Operating Parameter Limits

During the compliance emissions tests on the FBI, operating parameter limits are established such as FBI combustion chamber temperature, FBI freeboard area temperature, exhaust gas oxygen content, scrubber liquid flow rate, scrubber pressure drop and scrubber liquid pH. Eastside WWTP is required to operate the FBI to comply with the established operating parameter limits. An air permit application will be prepared after the compliance emissions test and submitted to NCDEQ DAQ within 60 days of the compliance emissions testing on behalf of the City to request the most recent operating parameter limits be included in the air permit.

GEL will prepare the necessary air permit application forms along with a regulatory review and emissions assumptions and calculations sections for submittal to NCDEQ DAQ. As required by NCDEQ DAQ, we will prepare the application under the direction and seal of a professional engineer licensed in the state of North Carolina.

<u>Task 5 – Perform Quarterly Compliance Mercury Emissions Testing of Control Device ID No. CD-</u>04

As required by the EPA-approved Alternate Monitoring Plan (AMP) for Control Device ID No. CD-04, the City of High Point must perform quarterly inlet/outlet mercury (Hg) emissions testing. The quarterly testing will occur tentatively in December 2024, March 2025 and June 2025.

The emissions test will be conducted using the EPA methodologies listed in the following table:

Parameter	Method(s)	Duration
Gas Velocity and Volume Flow Rates	1 & 2	as required
Oxygen (O ₂)/Carbon Dioxide (CO ₂₎	3A	as required
Moisture Content	4	as required
Hg	30B	3 two-hour runs

All test results will be submitted to the City within 30 days after completion of the tests. All results will be reported in accordance with the guidelines required by the EPA. After the City has reviewed the results and addressed any concerns, a draft report will be prepared and submitted to the City for review. A final report will be submitted to the City within 45 days after completion of the tests. GEL will provide two bound copies and one electronic copy (PDF).

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COST ESTIMATE

The cost not to exceed fee to assist the City with performing the scope of work outline above is as follows:

Task No.	Description	Cost
1	Assistance with Environmental Compliance Reporting and General On-Call Services	\$25,530
2	Assistance with Environmental Compliance Reporting – Frank L. Ward Water Treatment Plant and Westside Wastewater Treatment Plant	\$540
3	Conduct Compliance Emissions Testing of the FBI	\$49,800
4	Prepare Air Permit Application to Revise Operating Parameter Limits	\$5,665
5	Perform Quarterly Compliance Mercury Emissions Testing of Control Device ID No. CD-04	\$49,900
	Total	\$131,435

All fees will be billed on a time and materials basis using GEL's standard billing rates. The cost not to exceed estimate will not be exceeded without prior authorization from the City.

CLOSURE

All work outlined in this proposal will be self-performed. To our knowledge, there are no Minority and Women-owned Business Enterprises (MWBEs) in the state of North Carolina that provide the type of services outlined in this proposal. In providing you with these services, it is our desire to meet your needs. If specific items detailed in the above proposal do not adequately address your needs, the scope of work can be modified accordingly.

Thank you for the opportunity to be of service. If this proposal meets your approval, please issue a supplemental agreement to the existing contract. If you have any questions concerning this proposal or need information on other services offered by GEL, please call me at (919) 323-9398 or by email at keith.mccullock@gel.com.

Sincerely,

Kert DMcCullor

Keith D. McCullock, P.E. Director/Principal

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City of High Point

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

Master

File Number: 2024-352

File ID: 2024-352 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Sole Source Purchase from Serpentix Conveyor Corporation City Council is requested to consider a sole source purchase from Serpentix Conveyor

Corporation in the amount of \$36,970.80 for replacement of the solids conveyor belt tray at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute

all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Sole Source Purchase - Serpentix Conveyor Enactment Number:

Corporation

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Eastside Incline Belt Tray Replacement - Serpentix Conveyor Corporation

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

PUBLIC HEARING: N/A

ADVERTISED DATE/BY: N/A

ATTACHMENTS: Quote

Sole Source Letter

PURPOSE: To replace the incline belt tray for the Serpentix conveyor in the solids building at the Eastside Wastewater Treatment Plant (WWTP). This is a sole source item as Serpentix components are proprietary and patented.

BACKGROUND: The Serpentix conveyer transfers dewatered solids from the centrifuges on the ground floor of the solids building up to the hopper for the Schwing pumps that then transfer the "cake" to either the incinerator or the truck loading station. The Serpentix conveyor is a critical component to the solids dewatering operations at the Eastside WWTP. The scope of the project will be to replace the incline belt tray that collects spray and dewatered solids. This is a sole source request since Serpentix is the only manufacturer offering modular belt pans with molded convolutions that flatten at each end of the conveyor to allow full belt scraping.

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

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Serpentix Conveyor Corporation be approved as a sole source vendor to replace the belt tray for the solids conveyor at the Eastside WWTP for \$ 36,790.80.



Deteriorated incline belt tray under the Serpentix Belt



SERPENTIX CONVEYOR CORP.

11821 Huron Street | Westminster, CO 80234-3423 – USA

Office: 303.430.8427 (Mon - Fri; 8am - 5pm Mountain) | serpentix.com | conveyors@serpentix.com

Thursday, August 15th, 2024

City of High Point EASTSIDE WATER TREATMENT PLANT 5898 RIVERDALE ROAD JAMESTOWN, NC 2728

Attention: Tricia Lowery - Residuals Management Supt

336.883.3361 - tricia.lowery@highpointnc.gov

Reference: Serpentix Conveyor Corporation

Proprietary Components
Customer Id No.: **P2-08-1006**Serpentix Job Name: **High Point, NC**

Dear Ms. Lowery,

Serpentix components used in our designs are proprietary and are patented. We are the sole supplier of all Serpentix OEM components. Serpentix is the only manufacturer offering modular belt pans with molded convolutions that flatten at each end of the conveyor to allow full belt scraping.

Serpentix does not sell through distributors. This process is designed to protect the customer from paying a higher price through resellers.

If you have any questions, please give me a call. Thank you.

Sincerely,

Robert D. Nusz

President / Sales Director

United States Patent Numbers: 4,205,745; 4,144,965; 4,438,842; 4,927,006; 5,692,435; 5,931,280; 6,761,265 and other Patents Pending

SERPENTIX: CONVEYOR CORP.

11821 Huron Steet Westminster, CO 80234 - USA 303,430,8427 office



Parts Quotation #. 6018 RevA

Date: Aug 13, 2024

Ship to:

EASTSIDE WATER TREATMENT PLANT 5898 RIVERDALE ROAD JAMESTOWN, NC 27282

U. S. A.

ACCOUNTS PAYABLE PO BOX 230 HIGH POINT, NC 27261 U.S.A.

CITY OF HIGH POINT

Bill To:

Sales Rep. EW2

Customer ID 081006-P2

Contact Person MIKE SWAN

Phone Number 336-883-3061

Good Thru: 9/12/24

Payment Terms Net 30 Days

Ship Via TRUCK FREIGHT, LTL

Fax Number

Qty.	Part Number:	Part Description:	Unit:	Unit Price:	Extension:
		Quote by Erik Melander for Trcia Lowery			
		(tricia.lowery@highpointnc.gov)			
16.00	H01400242A RevC1	DRIP PAN 26" BELT, 18GA 304SS x 4'-0" LG.	EACH	350.00	5,600.00
1.00		DRIP PAN 26" BELT, 18GA 304SS x 4'-0" LG. w/ CUTBACK		375.00	375.00
32.00	AFS014100	1/2"x1" HHCS SS	EACH	0.75	24.00
32.00	AFS404000	1/2" NYLOK NUT SS	EACH	0.65	20.80
32.00	AFS204000	1/2" PLAIN WASHER SS	EACH	0.35	11.20
32.00	AFS244000	1/2" FENDER WASHER SS	EACH	0.55	17.60
32.00	APW01350745A	PW-DRIP PAN INTERM.SUPPRT.26" (304SS)	ASSY	115.00	3,680.00
28.00	P301350002A x 18IN	P3 (20in / 26in) DRIP PAN VERTICAL HANGER BAR x 18IN [304SS]	EACH	45.00	1,260.00
4.00	P301350002A x 24IN	P3 (20in / 26in) DRIP PAN VERTICAL HANGER BAR x 24IN [304SS]	EACH	58.00	232.00
16.00	P301350003A	DRIP PAN CROSS BAR [26in BELT] x 2'-8 1/4" OVERALL (304SS)	EACH	42.50	680.00
1.00		SPECIAL DRIP PAN HANGER @ DRIVE SUPPORT (304SS)		125.00	125.00
34.00	APW01350014ARA	PW-DRIP PAN CLAMP PL.,10GA SS	EACH	5.00	170.00
102.00	AFS013114	3/8"x1 1/4" HHCS SS	EACH	0.45	45.90
102.00	AFS403000	3/8" NYLOK NUT SS	EACH	0.65	66.30
68.00	AFS203000	3/8" PLAIN WASHER SS	EACH	0.25	17.00
32.00	AFS014112	1/2"x1 1/2" HHCS SS	EACH	1.10	35.20
32.00	AFS404000	1/2" NYLOK NUT SS	EACH	0.65	20.80
3.00		DRIP PAN SPRAY WASH MANIFOLD w/ BRASS BALL VALVE		1,495.00	4,485.00
		FOR THROTTLE CONTROL - all fittings / connections responsibility			
		of owner.			
1.00	FREIGHT	FLAT RATE FREIGHT CHARGES - TRUCK FREIGHT, LTL	LOT	2,975.00	2,975.00
		O hutch			

Please note: All credit card payments will incur a 3% processing fee. Thank you for your inquiry. If you have questions, please reach out to 303.430.8427 or conveyors@serpentix.com.

Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

SERPENTIX: CONVEYOR CORP.

11821 Huron Steet Westminster, CO 80234 - USA 303.430.8427 office



Parts Quotation #. 6018 RevA

Date: Aug 13, 2024

Ship to:

EASTSIDE WATER TREATMENT PLANT 5898 RIVERDALE ROAD JAMESTOWN, NC 27282

U. S. A.

Sales Rep. EW2

CITY OF HIGH POINT

ACCOUNTS PAYABLE

HIGH POINT, NC 27261

Bill To:

U.S.A.

PO BOX 230

Customer ID 081006-P2

Contact Person MIKE SWAN

Phone Number 336-883-3061

Good Thru: 9/12/24

Payment Terms Net 30 Days

Ship Via TRUCK FREIGHT, LTL

Fax Number

Qty.	Part Number:	Part Description:	Unit:	Unit Price:	Extension:
		(PRODUCT & JOB BOX)			
1.00		OPTIONAL: INSTALLATION BY SXC FIELD TECHNICIAN (3 DAYS		16,950.00	16,950.00
		ON-SITE) w/ SCISSOR LIFT RENTAL			

Please note: All credit card payments will incur a 3% processing fee. Thank you for your inquiry. If you have questions, please reach out to 303.430.8427 or conveyors@serpentix.com.

Subtotal:	Sales Tax:	Total After Shipping:			
36,790.80		\$	36,790.80		

FINANCIAL SERVICES

Purchasing Division



SOLE SOURCE JUS	STIFICAT	LION	FORM
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(For Items Costing \$10,000.00 or More) Statutory Reference N.C.G.S. 143-129(e)6					
Vendor: Serpentix Conveyor Corp					
Item(s): Drip pan and spray system for Serpentix belt					
Justification:					
Drip pan (incline tray) is severely corroded. Installed incline belt February via Serpentix. This ensures proper install, form and function with the belt. Serpentix components are proprietary and are patented.					
Estimated expenditure for the above item(s): \$36,790.80					
Accounting Unit and Account(s): 621759-533101					
CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.					
1. Performance or price competition for a product are not available.					
2. A needed product is available from only one source of supply.					
3. Standardization or compatibility is the overriding consideration.					
4. The parts/equipment are required from this source to permit standardization.					
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 Robby Stone Date: 2024.08.28 08:00:42 -04'00'					
Department/Division Public Services Department - Residuals Date 8-27-2024					
APPROVAL PROCESS					
Purchasing Manager Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.08.28 16:34:09 -04'00'					
Financial Services Director Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.08.29 08:08:56 -04'00'					
City Council (\$30,000 – Up)					

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219





City of High Point

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

Master

File Number: 2024-353

File ID:2024-353Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/04/2024

File Name: Final Action:

Title: Consideration of a Sole Source Contract with Precision Infrastructure Management

City Council is requested to consider a sole source contract with Precision Infrastructure Management in the amount of \$68,808 and authorize the appropriate City Official(s) to execute

all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Precision Infrastructure Management Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Precision Infrastructure Management – Ponding Mitigation						
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: September 16, 2024					
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A					
ATTACHMENTS: Ponding Mitigation Feasibility Analys Sole Source Justification Form Sole Source Letter	is & Alterations Proposal					

PURPOSE: A study was completed to identify areas that have been impacted by ponding water on various roadways and/or curb & gutter locations. Multiple locations were identified to be repaired. This work will achieve positive drainage to eliminate standing water in multiple roadway and curb & gutter locations through a sole source repair method by Precision Infrastructure Management.

BACKGROUND: The City of High Point performs roadway and curb & gutter repairs on an annual basis. Multiple areas were identified that held stormwater which is intrusive to the roadways but can also create safety hazards for commuters. Precision Infrastructure Management performs a non-intrusive repair method consisting of altering sections of the gutter pan and asphalt to allow water to flow after storm events. Precision Infrastructure Management possesses a patented technology to perform this work. This technology is less intrusive than digging and replacing while much quicker and at a much lower expense. There are 11 identified sites that can be repaired to reduce ponding by an estimated 90-95%.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of Precision Infrastructure Management as a sole source vendor and that the appropriate City officials and/or employees be authorized to execute all necessary documents to award the contract to Precision Infrastructure Management in the amount of \$68,808.

City of High Point, NC

PONDING MITIGATION FEASIBILITY ANALYSIS **& ALTERATIONS PROPOSAL**

Prepared for

Mr. Robby Stone, Director of Public Services
Mr. Justin Gray, Public Services Manager
Ms. Melinda King, Public Services Assistant Director

PRECISION INFRASTRUCTURE MANAGEMENT

Your Assets. Our Passion.



Casey Penland, Business Development Manager c: (336) 870-5602 c.penland@precisioninfrastructuremgmt.com

City of High Point, NC PONDING MITIGATION FEASIBILITY ANALYSIS & ALTERATIONS PROPOSAL

Prepared for
Mr. Robby Stone, Director of Public Services
Mr. Justin Gray, Public Services Manager
Ms. Melinda King, Public Services Assistant Director

EXECUTIVE SUMMARY

Using the information provided by Mr. Robby Stone, Director of Public Services, Mr. Justin Gray, Public Services Manager, and Ms. Melinda King, Public Services Assistant Director, PIM CS, LLC conducted topographical feasibility analyses of areas causing ponding that is creating accessibility and/or advanced infrastructure degradation. Our feasibility analyses, conducted using survey grade equipment along with in-house ponding methodology models, included seventeen sites for potential modification using PIM's patent-pending ponding mitigation processes. Eleven sites have viable repair options, four sites are infeasible as the maximum depth of material requiring removal was too deep and would compromise the integrity of the gutter pan and roadway, and two sites were removed from scope upon request.

The sites and approximate scopes are provided in **Table 1** below, and different repair and pricing options for 2 specific sites are in **Tables 2 & 3**:

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82
8	S Wrenn St & E High Ave - Location 3	\$7,708	\$9,250	\$16,958	12	48
9	S Wrenn St & E High Ave - Location 4	\$620	\$744	\$1,364	1	102
10	303 Anaheim St - Infeasible	N/A	N/A	N/A	N/A	N/A
11	601 Nova Ave - Infeasible	N/A	N/A	N/A	N/A	N/A
12	606 Gordon St - Infeasible	N/A	N/A	N/A	N/A	N/A
13	N Main St & E English Rd - Infeasible	N/A	N/A	N/A	N/A	N/A
		\$46,474	\$ 55,770	\$ 102,244	81	684

Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122

We observed that the infrastructure in the project area is in generally good structural condition and is an ideal application for our ponding alteration process. PIM proposes to reduce ponding at thirteen sites, altering sections of gutter pan and asphalt in the project areas, meeting the customer's requirements, for between \$60,682 and \$68,808 depending on the repair option that you choose at 600 N Main St and 1015 Granby Ave, and not including the cost of traffic control.

Should you request the site be repaired, PIM can complete the work in between **13 to 15 workdays with 2 technicians.** While the ponding mitigation project is underway, we will:

- keep the street and intersections in service;
- require no heavy equipment
- remove all debris and recycle the concrete and asphalt waste materials;
- > leave the area clean and altered to the approximate new ponding to reduce ponding.

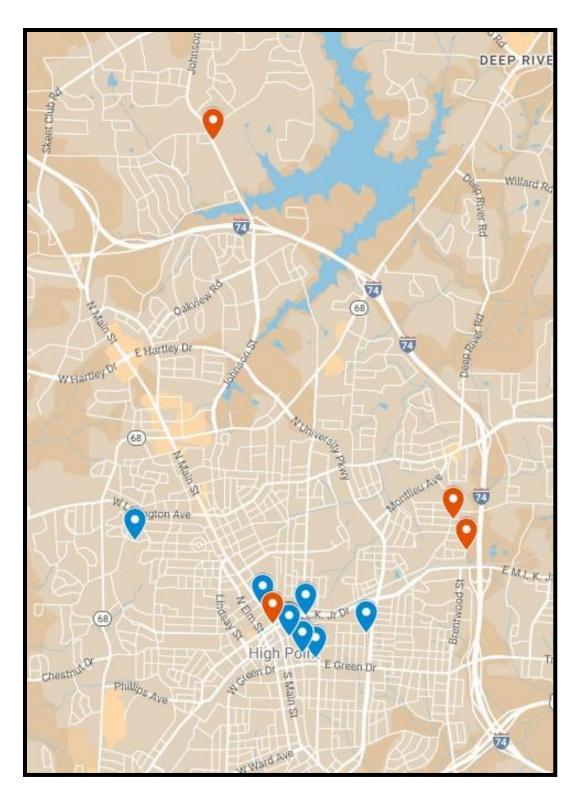
We would be happy to discuss any aspect of this proposal and look forward to working with The City of High Point to enhance its infrastructure improvement and asset management programs, reduce asset degradation, and liability for pedestrian and vehicular accessibility in the project areas.

At The City of High Point's request, PIM CS, LLC will evaluate additional or alternate sites where our ponding mitigation services can help stretch funds for infrastructure repairs in ponding areas.

SCOPE OF SERVICES

PROPOSED PONDING MITIGATION SITES

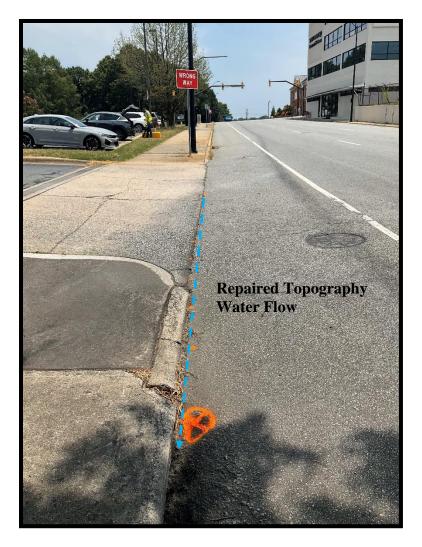
Blue: Feasible Red: Infeasible



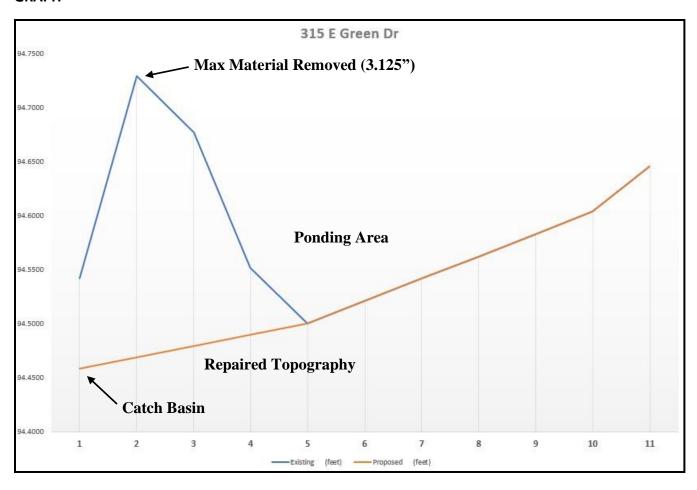
METHODOLOGY - FEASIBILITY ANALYSIS & PREPARING THIS ESTIMATE:

- 1. Site analysis using survey grade equipment was completed for all sites; internal feasibility analysis was conducted using in-house modeling consisting of the following variables:
 - Ponding
 - Accessibility
 - Tolerances
 - Asset Materials
- 2. A topographical model was created.
- 3. An estimate of material removed for each proposed 3D alteration point was prepared based on our experience data base and site ponding feasibility.
- 4. A fixed bid was prepared giving the flexibility to choose to repair each site, a subset of sites, or all sites in the proposal.

SITE 1: 315 E Green Dr



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 3.125 inches at station 2 on the graph above.

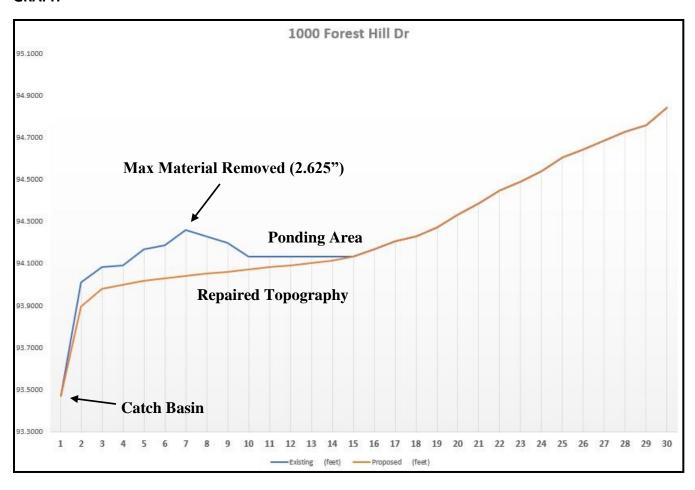
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22

Proposed ponding alterations to this site can be completed in approximately 2 hours.

SITE 2: 1000 Forest Hill Dr



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 2.625 inches at station 7 on the graph above.

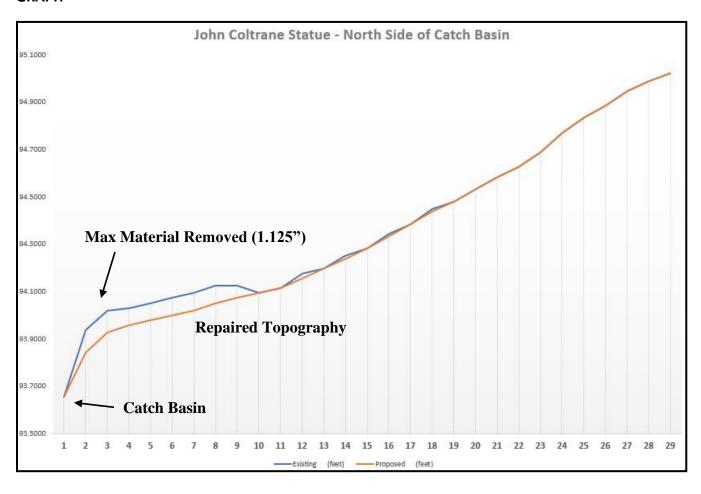
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59

Proposed ponding alterations to this site can be completed in approximately 5 hours.

SITE 3: John Coltrane Statue - North Side of Catch Basin



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 1.125 inches at stations 2 & 3 on the graph above.

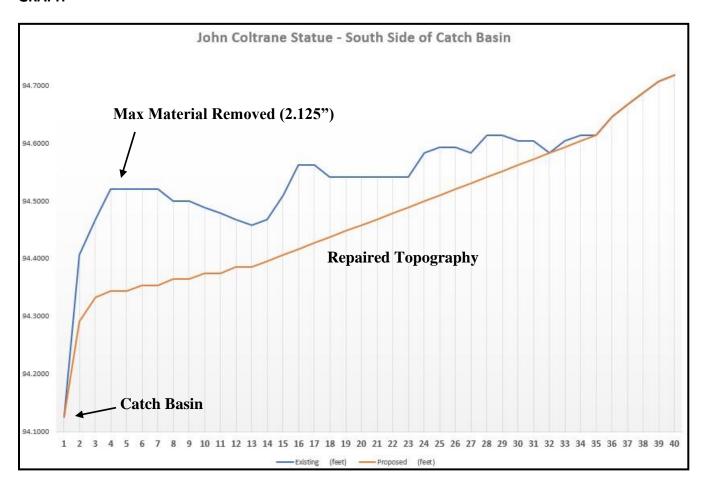
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58

Proposed ponding alterations to this site can be completed in approximately 2 hours.

SITE 4: John Coltrane Statue – South Side of Catch Basin



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 2.125 inches at stations 4 & 5 on the graph above.

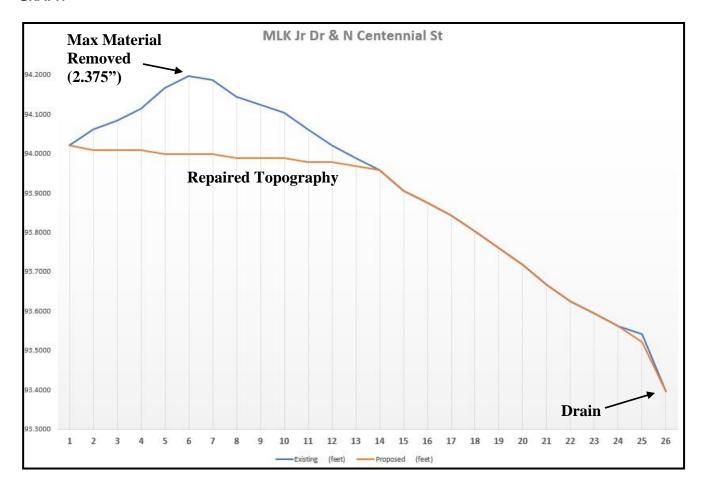
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80

Proposed ponding alterations to this site can be completed in approximately 12 hours.

SITE 5: MLK Jr Dr & N Centennial St



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 2.375 inches at station 6 on the graph above.

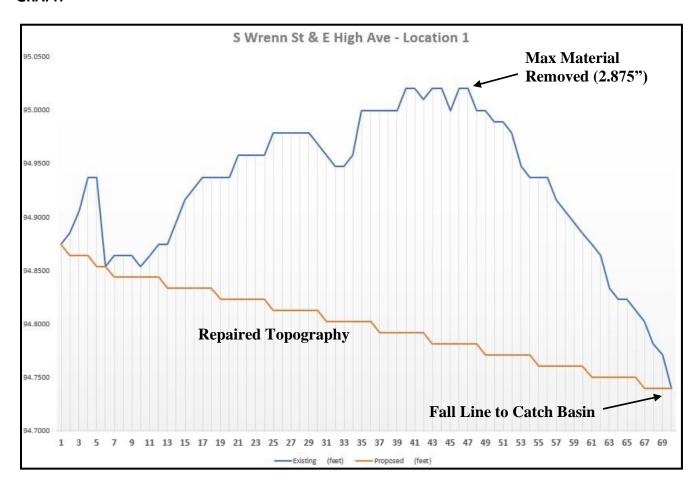
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93

Proposed ponding alterations to this site can be completed in approximately 11 hours.

SITE 6: S Wrenn St & E High Ave - Location 1:



GRAPH

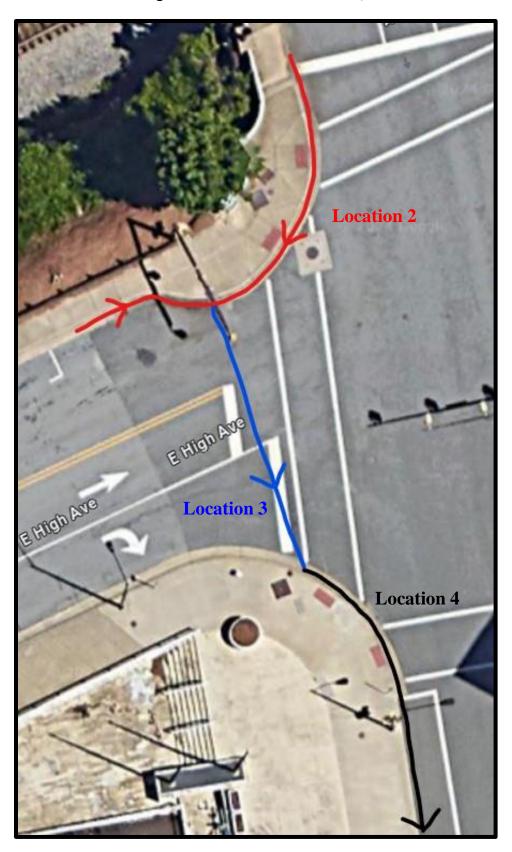


The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 2.875 inches at stations 43, 44, 46 & 47 on the graph above.

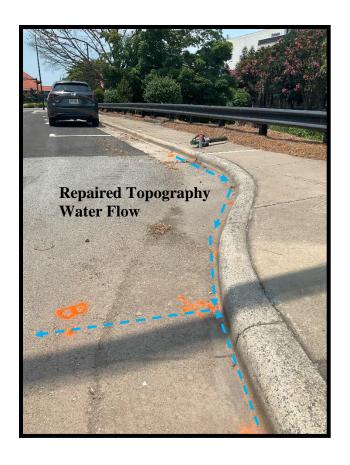
Site	Location	Price	Savings Cost Ti		Est. Completion Time (Hours)	Linear Feet
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140

Proposed ponding alterations to this site can be completed in approximately 32 hours.

Locations 2 – 4 at S Wrenn St & E High Ave connect to one another, illustrated blow:

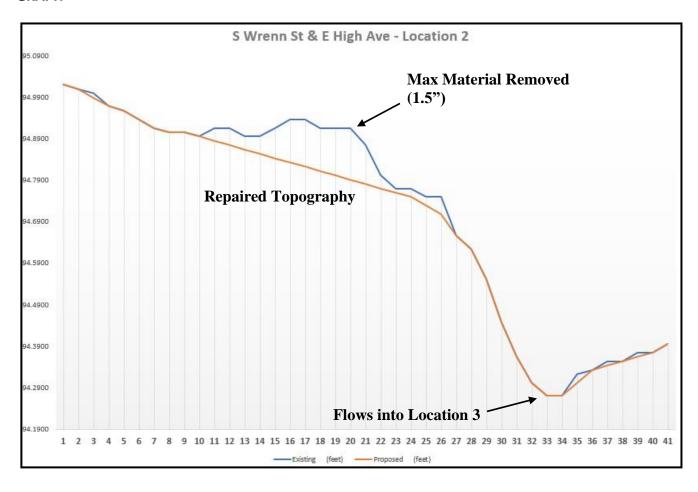


SITE 7: S Wrenn St & E High Ave - Location 2:





GRAPH

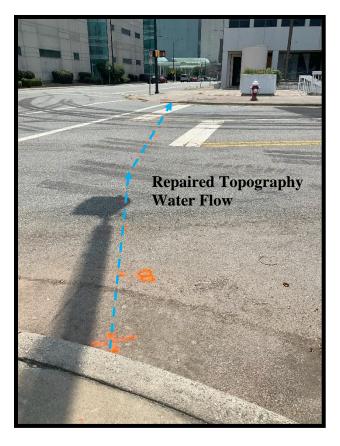


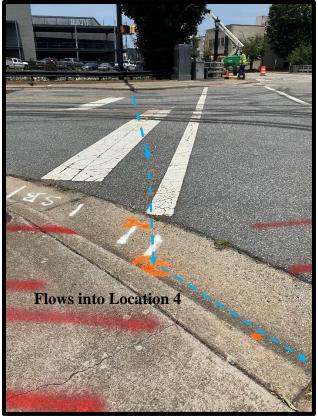
The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 1.5 inches at station 20. The site connects with Location 3 at station 33 on the graph above.

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82

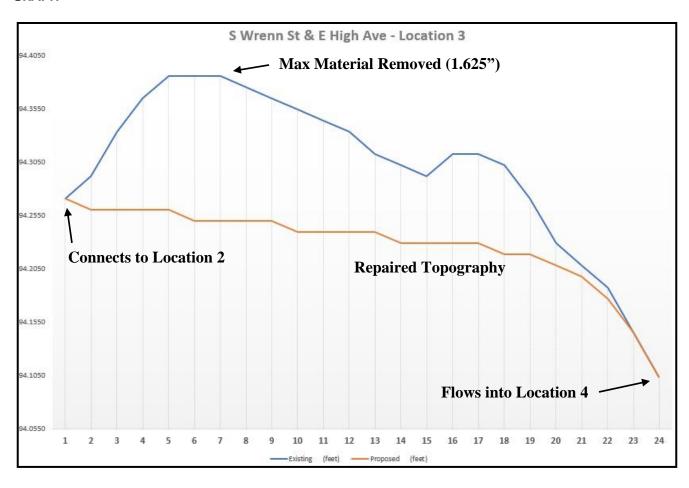
Proposed ponding alterations to this site can be completed in approximately 4 hours.

SITE 8: S Wrenn St & E High Ave - Location 3:





GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 1.625 inches at stations 6 & 7. The site connects with Location 2 at station 1 and with Location 4 at station 24 on the graph above.

Site	Location	Price Savings Cos		Replacement Cost	Est. Completion Time (Hours)	Linear Feet
8	S Wrenn St & E High Ave - Location 3	\$7,708	\$9,250	\$16,958	12	48

Proposed ponding alterations to this site can be completed in approximately 12 hours.

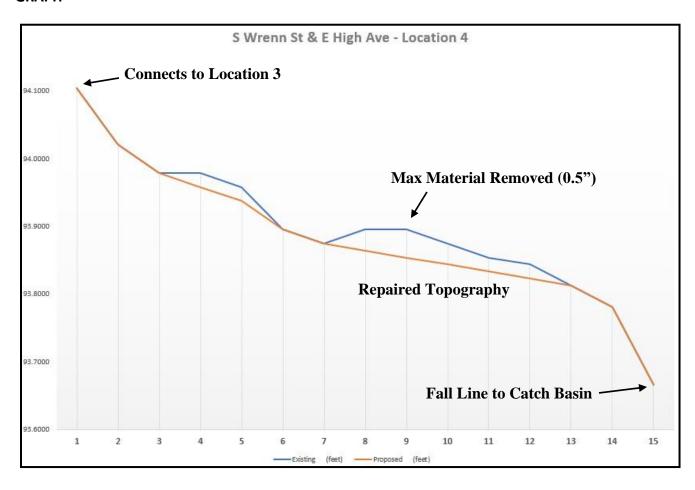
SITE 9: S Wrenn St & E High Ave - Location 4:





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GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 0.5 inches at station 9. The site connects with Location 3 at station 1.

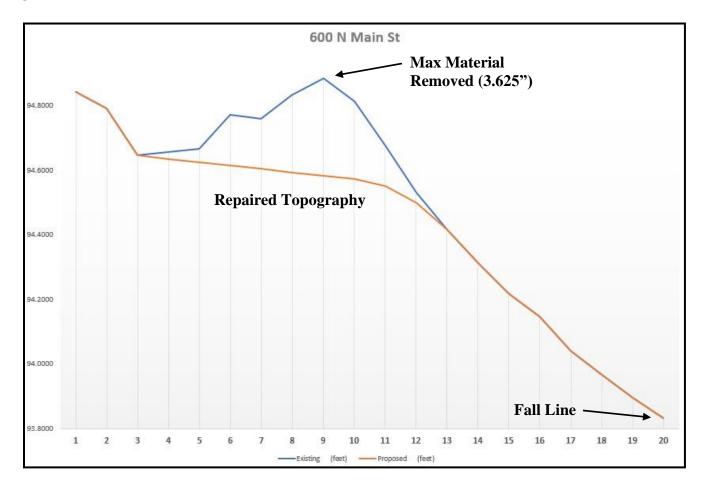
Site	Location	Price	Savings Cost Time (Hours		Est. Completion Time (Hours)	Linear Feet
9	S Wrenn St & E High Ave - Location 4	\$620	\$744	\$1,364	1	102

Proposed ponding alterations to this site can be completed in approximately 1 hour.

SITE 10: 600 N Main St:

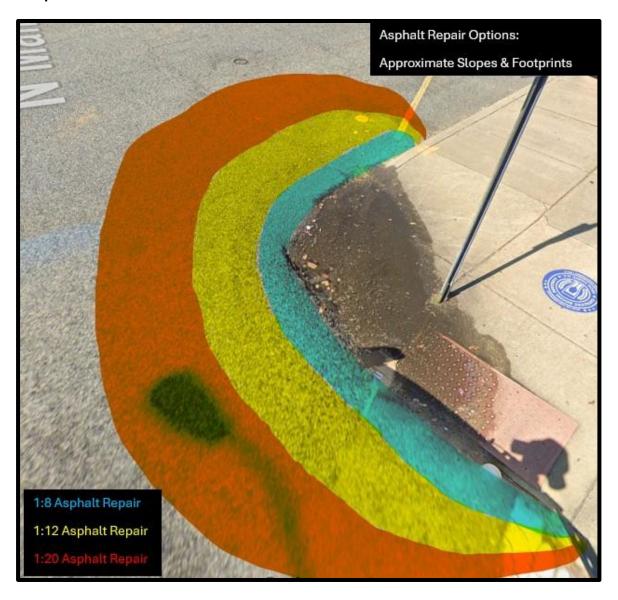


GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 3.625 inches at station 9 on the graph above.

Asphalt Repair:



We can repair the asphalt that is holding in the water so that it meets the Bottom Handicap Ramp requirements of the ADA at slopes of either 1:8, 1:12, or 1:20.

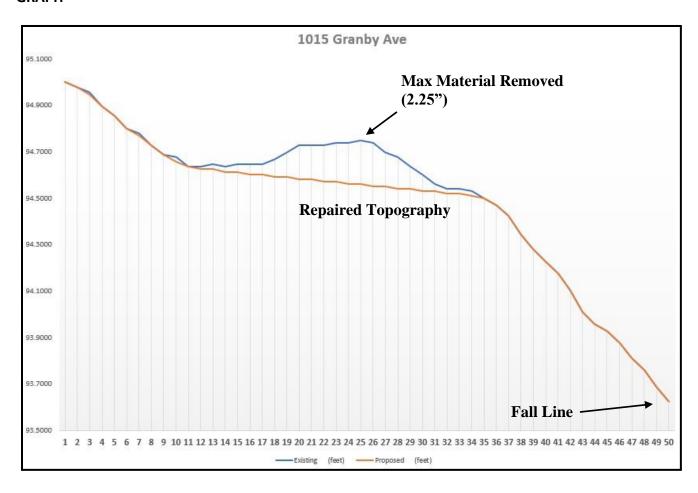
Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56

Proposed ponding alterations to this site can be **completed in between approximately 12 and 23 hours.**

SITE 11: 1015 Granby Ave:



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. Ponding will be reduced by an estimated 90 – 95% in the project area, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. The maximum amount of material requiring removal is 2.25 inches at stations 25 & 26 on the graph above.

Driveway Repair:



We can repair the resulting slope of the driveway due to the ponding mitigation repair at slopes of either 1:8 or 1:12.

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122

Proposed ponding alterations to this site can be **completed in between approximately 11 and 14 hours.**

ESTIMATED SAVINGS

The graphs below represent the highest versus the lowest amount of savings that is possible depending on the option you choose at 600 N Main St and 1015 Granby Ave.





Compared to traditional methods (asphalt repaving), PIM estimates **The City of High Point will save between approximately \$72,645** and **\$80,771** if it elects to use the "Full Mitigation" model from PIM's patent-pending ponding mitigation process.

PRICING

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82
8	S Wrenn St & E High Ave - Location 3	\$7,708	\$9,250	\$16,958	12	48
9	S Wrenn St & E High Ave - Location 4	\$620	\$744	\$1,364	1	102
10	303 Anaheim St - Infeasible	N/A	N/A	N/A	N/A	N/A
11	601 Nova Ave - Infeasible	N/A	N/A N/A		N/A	N/A
12	606 Gordon St - Infeasible	N/A	N/A	N/A	N/A	N/A
13	N Main St & E English Rd - Infeasible	N/A	N/A	N/A	N/A	N/A
		\$46,474	\$ 55,770	\$ 102,244	81	684

Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122

PROJECT SCHEDULE & DURATION

When scheduled, we estimate the ponding alterations will require approximately 13 – 15 working days, with the note that wet weather days may delay our operations.

SAFETY

PIM has a nearly flawless safety record; we use OSHA approved equipment, certify all employees who work directly on sidewalk condition studies, and have outstanding safety practices for both employees and the public who may be using the walkways and facilities where we are working. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete condition assessments without incident. Our clients often receive unsolicited compliments for the work we are performing for them.

INSURANCE & INCORPORATION

PIM is a corporation registered in the state of Delaware with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia, District of Columbia, Pennsylvania, and New York. Proof of liability, workers compensation, and auto insurance will be provided as requested. PIM CS, LLC is the legal entity name for contracting purposes.

CONFIDENTIALITY

This copyrighted material is presented by PIM to The City of High Point for the purpose of evaluating an offer to provide ADA transition-related products and services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

PROJECT INITIATION

When advised of acceptance of this proposal, PIM will assign an operations Manager for the ponding cuts who will conduct a kick-off and/or organizational meeting with the project manager assigned by The City of High Point. During this meeting we will discuss:

- Project schedule and work-days
- Special scheduling requests
- Reporting on progress
- General specifications
- Contact information
- Additional City of High Point requirements

REPAIR SPECIFICATIONS

- 1. Measurements will be taken of every ponding point inside the estimated project area:
 - a. Height¹ the original height of each ponding point location
 - b. Height² the modified height of each ponding point location
 - c. Length the total linear feet distance of measured original ponding locations
 - d. Full Address Location
- 2. Gutter pan sites will be repaired from the full length of the gutter (full edge-to-edge repair);
- 3. Gutter pans will be repaired at a uniform slope to reduce ponding
- 4. Debris from repaired areas will be collected and removed;
- 5. A dust abatement system will be used during all repair operations;
- 6. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways if applicable;
- 7. A detailed, auditable invoice will be presented for every repair site.

WARRANTY

PIM CS, LLC. Guarantees its work:

- 1. All repairs will have a zero point of differential in height with the adjacent gutter pan.
- 2. Repairs will affect only the panels causing the ponding; adjacent panels or immovable objects will be unaffected.
- 3. All repairs will be smooth finish with the possibility of some exposed aggregate.
- 4. The repaired surface will exceed OSHA requirements for friction on public walkways where applicable.
- 5. Ponding areas will be reduced as a result of the changes in topographical ponding points.

UNREPAIRABLE SITES

Some sites may not achieve 100% elimination of ponding water as desired. This methodology of ponding mitigation and alterations for sites selected for repair have a high degree of success in mitigating most of the ponding water associated with each the site. In these instances, any residual ponding that might remain, will generally be contained to the gutter pan area where it can evaporate. For sites where we are not able to complete alterations to all ponding points due to site conditions (e.g. discovery of not enough material to remove, degradation of material, unforeseen site anomalies, or conditions, etc.), ½ of the site project cost will need to be billed in order to pay for mobilization and partial work completion.

Estimated Natural Resources Saved:

- approximately 57 60 tons of waste concrete and asphalt from removal and landfills
 (862 cubic feet of concrete at an average weight of 132 to 140 lbs per cubic foot)
- approximately the same amount of materials and resources to replace the concrete that was removed

Estimated Fossil Fuels Saved: 101 gallons

- hauling equipment to and from the site to remove sidewalks
- o operating backhoe equipment to break up and remove concrete
- o round trip transportation of 57 60 tons of debris to the landfill
- o round trip transportation of new materials to replace the removed sidewalks

Estimated Greenhouse Gas Emissions Avoided: 8.57 Metric Tons CO₂

Our clients often wonder what reducing carbon dioxide (CO_2) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help understand just that. For this project, an estimated 8.57 Metric Tons of CO_2 – Carbon Dioxide or CO_2 equivalent gases will not be produced.

PROJECT ACCEPTANCE

Email: c.penland@precisioninfrastructuremgmt.com or Fax to: (800) 734-8891

Upon receipt of this signed acceptance or Purchase Order, PIM will schedule ponding mitigation alterations approved by The City of High Point.

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet	Select "x"
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22	
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59	
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58	8.8
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80	
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93	
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140	
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82	
8	S Wrenn St & E High Ave - Location 3	\$7,708	\$9,250	\$16,958	12	48	
9	S Wrenn St & E High Ave - Location 4	\$620	\$744	\$1,364	1	102	9.
10	303 Anaheim St - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
11	601 Nova Ave - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
12	606 Gordon St - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
13	N Main St & E English Rd - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
		\$46,474	\$ 55,770	\$ 102,244	81	684	

Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet	Select "x"
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56	
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56	
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56	

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet	Select "x"
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122	
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122	

Approved By:	 	
Title:		
Signature:	 	
Phone:		
Email:		
Notes:		



January 17th, 2024

To Whom It May Concern:

Due to the nature of our business, PIM CS, LLC has been asked to provide a letter stating that certain ponding alleviation technology used by PIM CS, LLC is the sole source for a proprietary ponding mitigation method.

PIM CS, LLC owns U.S. Patent No. 11,686,051, and therefore has a right to exclude all others from using the patented method.

PIM believes that the patented ponding alleviation technology that is the subject of the above noted U.S. Patent enables PIM to provide the best available accessible route, streetside gutter pan, and roadside ponding mitigation service to our clients.

If you have any questions, please free to contact our office.

Regards,

aaron Hester

Aaron Hester PIM CS, LLC 2200 Wilson Boulevard Suite 102, #251 Arlington, VA 22201 (800) 479-0219 x301

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				
Vendor: Precision Infrastructure Management				
Item(s): Ponding Mitigation				
Justification:				
11,686,051, and therefore has a right to expatented ponding alleviation technology that	prietary ponding mitigation method. PIM CS, LLC owns U.S. Patent No. clude all others from using the patented method. PIM believes that the at is the subject of the above noted U.S. Patent enables PIM to provide ide gutter pan, and roadside ponding mitigation service to our clients.			
Estimated expenditure for the above item(s)	\$68,808.00			
Accounting Unit and Account(s):	101721 - 527304			
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.			
The parts/equipment are required from this source to permit standardization.				
	etailed explanation and justification for this sole source memo and support documentation.			
	ive procurement be waived and that the vendor identified described in this sole source justification be authorized as			
Department Head/Authorized Personnel Robby Stone Digitally signed by Robby Stone Date: 2024.08.28 08:00:42 -04'00'				
Public Services Department Date 8-28-2024				
APPROVAL PROCESS				
Purchasing Manager	Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.08.28 16:34:09 -04'00'			
Financial Services Director	Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.08.29 08:08:56 -04'00'			
City Council (\$30,000 – Up)				



City of High Point

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

Master

File Number: 2024-354

File ID:2024-354Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/05/2024

File Name: Final Action:

Title: Consideration of a Contract with Community Housing Solutions

City Council is requested to consider a contract with Community Housing Solutions in the amount of \$100,000 for materials and operational expenses associated with the Operation InAsMuch (OIAM) Fall 2024 event and authorize the appropriate City Official(s) to execute all

necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Community Housing Solutions - Contract Enactment Number:

Contact Name: Hearing Date:

History of Legislative File

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

 sion:
 Date:
 <t

CITY OF HIGH POINT AGENDA ITEM



TITLE: 2024 Operation InAsmuch Contract for Fall Event				
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: September 16, 2024			
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A			
ATTACHMENTS: Fall Event Flyer – Highland Mills Neighborhood				

PURPOSE: Staff requests approval of the contract with Community Housing Solutions to fund materials and operational expenses associated with the Operation InAsMuch (OIAM) event for fall 2024. The upcoming event will be on Saturday, November 2nd, in the Highland Mills community.

BACKGROUND: The fall event will be the 16th OIAM event since May 2016. Volunteers are utilized to complete home repairs, painting, and needed yardwork. To date, there have been approximately 1,700 volunteers who have donated their time and energy to assist 194 households.

BUDGET IMPACT: The contract amount is \$100,000 and there are sufficient funds in the FY2024-25 budget for the expenditure.

RECOMMENDATION/ACTION REQUESTED: Community Development and Housing staff recommends approval of OIAM contract with Community Housing Solutions, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Saturday, November 2, 2024

Operation Inasmuch is an event offering free home repairs, exterior house painting and yard cleanup services to eligible homeowners. These services are funded by the City of High Point and provided by Community Housing Solutions in partnership with local volunteer groups.

Howdolknowiflam eligible?

- You must live in and own your home in the Highland Mills neighborhood
- Fall within specific income guidelines
- Have a qualifying home repair need

To learn more or to apply, contact:

Jan Moore, Administrative Assistant
Community Housing Solutions
336-676-6986
jmoore@chshousing.org
or visit www.highpointnc.gov/OperationInAsMuch

Deadline to apply is September 27, 2024.

Applications will be processed on a first come, first served basis.









2 de noviembre de 2024

Operation Inasmuch es un evento que ofrece servicios gratuitos de reparación del hogar, pintura exterior de la casa y limpieza de jardines para propietarios elegibles. Estos servicios son proporcionados por Community Housing Solutions junto con grupos de voluntarios locales financiados por la ciudad de High Point.

¿Cómo sé si soy elegible?

- Debe vivir en su casa propia
- Caer bajo las pautas especificas de ingreso Tener
- Una necesidad calificativa de reparación

Para obtener más información o para aplicar contacte a:

Jan Moore, Asistente Administrativa Community Housing Solutions 336.676-6986 jmoore@chshousing.org o visite www.highpointnc.gov/OperationInAsMuch

La fecha límite para aplicar es 27 de septiembre de 2024

Aplicaciones serán procesadas por orden de llegada.









City of High Point

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

Master

File Number: 2024-355

File ID:2024-355Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/05/2024

File Name: Final Action:

Title: Consideration of Acceptance of a Grant Award and Approval of Budget Ordinance Amendment City Council is requested to accept a grant award for HOME funds, approve the budget ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: HOME-ARP Funding Agreement Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Budget Amendment: HOME American Rescue Plan (HOME-ARP) Allocation				
FROM: Thanena Wilson, Director MEETING DATE: September 16, 2024				
Community Development & Housing				
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A			
ATTACHMENTS: Budget Ordinance Amendment				
HOME-ARP Grant Agreement				

PURPOSE: As a HOME Participating Jurisdiction (PJ) the City of High Point receives an annual allocation of HOME funds through the U.S. Department of Housing and Urban Development (HUD). Therefore, we have been awarded \$1,988,359 in HOME-ARP funding. Staff has submitted the required HOME-ARP Allocation Plan, and the grant agreement has been executed.

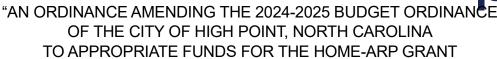
BACKGROUND: To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARP funds to be administered through the HOME Program to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

BUDGET IMPACT: A budget ordinance amendment appropriating the federal grant award is included with this item.

RECOMMENDATION/ACTION REQUESTED: The Community Development and Housing Department recommends that Council accepts the grant award, approves the budget ordinance, and authorizes that the appropriate City official and/or employee execute all necessary documents.

CITY OF HIGH POINT

AGENDA ITEM



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

- Section 1. The proposed amendment appropriates \$1,988,359 in federal grant funds from the Department of Housing and Urban Development (HUD) to primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations in High Point.
- Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:
- (A) That the following Community Development Fund revenues be amended as follows:

Federal Grants – U.S. Department of HUD

\$1,988,359

(B) That the following Community Development Fund expenditures be amended as follows:

HOME-ARP Program

Sandra Keeney, City Clerk

\$1,988,359

- Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
- Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 16th day of September 2024

	Cyril Jefferson, Mayor
ATTEST	

U.S. Department of Housing and Urban Development Office of Community Planning and Development

HOME ARP Grant AgreementTitle II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

Grantee Name and High Point	I Address	2. Grant	Number (Federal Award	Number (FAIN)		
211 S Hamilton St High Point, NC 27260-5232		3a Tax Id	3a Tax Identification Number 4. Appropriation Number		Unique Entity Identifier (formerly DUNS) Budget Period Start and End Date FY 2021 09/30/2030	
		4. Арргод				
6. Previous Obligation	n (Enter "0" for initial FY allocation)				\$0	
a. Formula Funds			\$			
• ************************************				:		
7. Current Transaction	n (+ or -)				\$1,988,359.00	
a. Administrative	and Planning Funds Available on Fed	eral Award Date	\$99,417.95			
b. Balance of Adn	ninistrative and Planning Funds		\$198,835.90			
c. Balance of For	nula Funds		\$1,690,105.15			
Revised Obligation	CONTRACTOR OF THE CONTRACTOR O		***		\$	
a. Formula Funds	, , , , , , , , , , , , , , , , , , ,		\$	***************************************		
			-			
9. Special Conditions	(check applicable box)		10. Federal Award	Date (HUD Of	ficial's Signature Date)	
☐ Not appli	cable		09/20/2021			
11. Indirect Cost Rate* Administering Ager	ıcy/Dept. Indirect Cost Rate	Direct Cost Base	12. Period of Perforr 09/20/2021 - 09			
_	%	* If	La. M. A. M. M. A.		nt of indirect costs pursuant to 2 CFI	
_	%		•		name of the department/agency, it	
	%		•		e is charged per 2 § CFR 200.414), an applied. Do not include cost rates fo	
	%	sub	recipients.			
may be amended from tim Notice), the Grantee's HON In accordance with 2 CFR runds transfer and informat at 24 CFR part 92, HUD m consent. The Grantee agre HOME-ARP Implementatio regulation at 24 CFR 92.35 The Grantee must co mplementation Notice, as or specifically in the program or present the grantee shall com Management (SAM) require Funds remaining in the rer 31 U.S.C. 1552, the Grantee shall	e to time), the CPD Notice entitled "Requi- ME-ARP allocation plan (as of the date of I- 200.208), constitute part of this Agreement, ition reporting procedures issued pursuant of ay, by its execution of an amendment, dec- es that funds invested in HOME-ARP active n Notice. The Grantee agrees to assume a 2 and 24 CFR Part 58, as well as the HOM mply with the applicable requirements at may be amended from time to time. Where regulations or HOME-ARP Implementation part 200 requirements, as replaced or renu- ply with requirements established by the O- grantee's Treasury account after the end of antee shall not incur any obligations to be pa- ment of HUD (Name and Title of Author Descriptor.	rements for the Use of Full IUD's approval), and this H. HUD's payment of funds to 24 CFR 92.502 and the bligate funds previously aviities under the HOME-ARF ell of the responsibility for E-ARP Implementation No iz CFR part 200, as amany previous or future amen Notice, activities carried of mbered by the part 200 amandered by th	nds in the HOME-American OME-ARP Grant Agreeme under this Agreement is suftended to the Grantee without arded to the Grantee without Implementation Notice are environmental review, decirally and that are incorporated in the endments to 2 CFR part 200 at under the grant after the endments. Undget (OMB) concerning the ountability and Transparent ancelled and thereafter not fler the end of the Budget Figure 14. Signature	Rescue Plan F nt, form HUD-40 oject to the Gran n Notice. To the out the Grantee's repayable in ac slon making, and ed by the progreplace or renur effective date of the Universal Nun by Act (FFATA) if available for obli	Program" (HOME-ARP Implementation 1093a, Including any special condition tee's compliance with HUD's electronic extent authorized by HUD regulation is execution of the amendment or other coordance with the requirements of the disconsistency with the requirements of the disconsistency and the HOME-ARF material sections of part 200 that are cited from the technique of the 2 CFR part 200 amendments with the section of the 2 CFR part 1700 amendments with the section of the 2 CFR part 1700. In the section of the 2 CFR part 1	
·	me and Title of Authorized Official)	<u> </u>	17. Signalure/	amon's	09/22/2021 18. Date	
19. Check one:	Initial Agreement Ame	ndment#	x socku()	yan Fare	10/5/21	
20. Funding Information Source of Funds	n: HOME ARP Appropriation Code PAS Code	<u>Amount</u> \$1,988,359.00				

- 21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.
 - a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
 - b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
 - c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
 - d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions



City of High Point

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

Master

File Number: 2024-375

File ID:2024-375Type:ResolutionStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/11/2024

File Name: Final Action:

Title: Consideration of Resolutions to Approve Piedmont Triad Regional Water Authority Financing

City Council is required to approve (1) the Resolution Authorizing and Approving Bond Anticipation Notes and the Amendment and Restatement of a Joint Governmental Agreement and (2) the Resolution Concerning the City's Obligations under its "Joint Governmental Agreement" among the City, Piedmont Triad Regional Water Authority and other Local

Governments.

Notes:

Sponsors: Enactment Date:

Attachments: PTRWA Series 2024 Resolutions Enactment Number:

Contact Name: Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Resolutions to approve Piedmont Triad Regional Water Authority Financing				
FROM: City Manager's Office	MEETING DATE: September 16, 2024			
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a			
ATTACHMENTS: Resolutions				

PURPOSE: Consider resolutions to approve the Piedmont Triad Regional Water Authority ("PTRWA") financing for upcoming expansion and treatment upgrades.

BACKGROUND: In 1987, the City entered into a Joint Governmental Agreement ("JGA") along with other local governments to provide funds to the PTRWA to acquire land to construct the Randleman Dam and related facilities. The JGA also provided that financing of the first phase of a water treatment plant and related facilities that would be financed with revenue bonds of the PTRWA and that debt service on these bonds, as well as PTRWA's operating costs would be funded through payments from the members to PTRWA. The Agreement was amended and restated to provide for this. In 2016, the Agreement was amended and restated again in connection with an expansion of the treated water production capacity of the water treatment plant.

PTRWA has now decided to issue revenue bonds designated as the Water System Revenue Bond Anticipation Note, Series 2024 (the "2024 Note") and to use the proceeds thereof to finance the expansion of the water treatment plant and to accomplish the removal and elimination of per- and polyfluoroalkyl substances ("PFAS") and other emerging compounds. The 2024 Note shall be in an amount not to exceed \$130,000,000. In order to facilitate the issuance of the 2024 Note, it is necessary for members of PTRWA to pass a resolution authorizing and approving the bond anticipation notes in an amount not to exceed \$130,000,000 and approving an amended and restated interlocal agreement setting forth, among other things, the debt service obligations of the members with respect to the 2024 Note. Each member must also pass a resolution acknowledging its obligations under the 2024 Note.

BUDGET IMPACT: The city's portion of advanced treatment costs are currently estimated at \$16,150,00.00. 30-year bond payments on this estimated amount are \$1,045,014.00 annually. To support this debt, staff is anticipating an approximate 2% rate increase will be required after the final bond sale numbers and expenses are compiled. This increase will be in addition to our annual rate recommendations.

RECOMMENDATION/ACTION REQUESTED: City Council is required to approve (1) the Resolution Authorizing and Approving Bond Anticipation Notes and the Amendment and Restatement of a Joint Governmental Agreement and (2) the Resolution Concerning the City's Obligations under its "Joint Governmental Agreement" among the City, Piedmont Triad Regional Water Authority and other Local Governments.

EXTRACTS FROM MINUTES OF CITY COUNCIL

The City Council for the City of High Point, North Carolina held a regular meeting in in the Council Chambers located on the 3rd floor of 211 South Hamilton Street, High Point, North Carolina 27261 at 5:30 P.M. on September 16, 2024. The following Council Members were:

Present:			
Absent:			

* * *

RESOLUTION AUTHORIZING AND APPROVING BOND ANTICIPATION NOTES AND THE AMENDMENT AND RESTATEMENT OF A JOINT GOVERNMENTAL AGREEMENT

WHEREAS, the City of High Point, North Carolina (the "City") previously entered into an Amended and Restated Joint Governmental Authority dated August 4, 2016 (as amended and supplemented from time to time, the "Interlocal Agreement"), among the Piedmont Triad Regional Water Authority (the "Authority") and the following local governments: the City, the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the City of Randleman, North Carolina and the County of Randolph, North Carolina (collectively, the "Members");

WHEREAS, the Interlocal Agreement sets forth, among other things, the Debt Service Obligations (as defined in the Interlocal Agreement) of Members with respect to Revenue Bonds (as defined in the Interlocal Agreement), as well as the other Payment Obligations (as defined in the Interlocal Agreement) of Members;

WHEREAS, pursuant to Article 5 of Chapter 159 of the North Carolina General Statutes, as amended (the "Act"), a Bond Order Authorizing the Issuance of Water System Revenue Bonds adopted on June 10, 2008 (as amended and supplemented from time to time, the "Bond Order") and a series resolution adopted June 10, 2008 (the "2008 Series Resolution"), the Authority previously issued its \$22,178,485 Piedmont Triad Regional Water Authority Water System Revenue Bond dated June 12, 2008 (the "2008 Bond") for the purpose of providing funds, together with other available funds, to construct a 12 MGD water treatment plant and facilities related thereto (the "2008 Project");

WHEREAS, pursuant to the Act, the Bond Order and a series resolution adopted June 8, 2012 (the "2012 Series Resolution"), the Authority previously issued its \$22,178,485 Piedmont Triad Regional Water Authority System Revenue Refunding Bond dated June 14, 2012 (the "2012 Bond") for the purpose of providing funds, together with other available funds, to prepay and

refund the entire outstanding principal amount of the 2008 Bond and pay certain expenses of issuing the 2012 Bond;

WHEREAS, pursuant to the 2012 Series Resolution, Article III of the Bond Order was amended to provide for the issuance, from time to time, of Additional Bonds (as defined in the Bond Order) payable from the same funds as previously-issued Bonds (as defined in the Bond Order) for the purpose of providing funds, with any other available funds, for paying the cost of System Improvements (as defined in the Bond Order);

WHEREAS, pursuant to Section 7 of Article III of the Authority's bylaws (the "Bylaws"), alterations of the allocation of water or the level or percentage of financial participation of Members must be approved by the governing boards of each Member;

WHEREAS, the Authority has determined to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2024 Project"), and such 2024 Project will constitute System Improvements under the Bond Order;

WHEREAS, the Authority has determined to authorize the issuance of its Piedmont Triad Regional Water Authority Water System Revenue Bond Anticipation Note, Series 2024 (the "2024 Note"), to be issued in anticipation of water system revenue bonds, in an amount not to exceed \$130,000,000, pursuant to Section 159-161 et. seq. of the North Carolina General Statutes, as amended, the Act and the Bond Order, for the purpose of (a) financing a portion of the cost of the 2024 Project and (b) paying certain costs and expenses incurred in connection with the issuance of the 2024 Note;

WHEREAS, the 2024 Note will constitute Additional Bonds under the Bond Order and Revenue Bonds under the Interlocal Agreement;

WHEREAS, the Authority and some or all of the Members are involved in litigation and other disputes or claims concerning per and polyfluoroalkyl substances (PFAS) and other emerging compounds (collectively, the "PFAS Claims");

WHEREAS, pursuant to Section 7 of the Interlocal Agreement, the Authority has determined to amend and restate the Interlocal Agreement (a) in connection with the issuance of the 2024 Note and (b) in order to provide that any proceeds resulting from the settlement or other disposition of PFAS Claims related to the Authority's source water and water treatment facilities are the property of the Authority and shall be paid and delivered to the Authority whether or not initially received by any Member;

WHEREAS, there have been available at this meeting, forms of the following:

- (1) a series resolution to be adopted by the Authority in connection with the issuance of the 2024 Note (the "2024 Series Resolution"), including the form of 2024 Note contained therein; and
- (2) an Amended and Restated Joint Governmental Agreement to be dated as of October 1, 2024 (the "Amended and Restated Interlocal Agreement"), including the exhibits thereto; and

WHEREAS, the City Council (the "City Council") for the City wishes to approve (a) the issuance of the 2024 Note, (b) the corresponding alterations of allocation of water and level or percentage of participation of the City pursuant to the Interlocal Agreement and (c) the amendment and restatement of the Interlocal Agreement;

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

- 1. The City Council hereby approves the issuance and sale of the 2024 Note, to be issued in anticipation of water system revenue bonds, by the Authority. The 2024 Note shall mature in such amounts at such times and shall bear interest at such rates as provided in the 2024 Series Resolution; provided, however, that the aggregate principal amount of the 2024 Note shall not exceed \$130,000,000. The 2024 Note shall be issued in fully registered form in such denominations as set forth in the 2024 Series Resolution and payments of principal and interest with respect to the 2024 Note shall be made by the Authority to the registered owner of the 2024 Note at such times and in such manner as is set forth in the 2024 Series Resolution.
- 2. The Amended and Restated Interlocal Agreement, including the exhibits thereto, in the form submitted to this meeting, is hereby approved, and the Mayor, the City Manager, the City Clerk and the Finance Officer for the City (each, an "Authorized Officer") are hereby authorized and directed to execute and deliver such document, on behalf of the City, with such changes, insertions or omissions as may be approved, the execution thereof by an Authorized Officer to constitute conclusive evidence of such approval.
- 3. The 2024 Series Resolution, in the form submitted to this meeting, is hereby approved in substantially such form, with such changes, insertions or omissions as may be approved by the Authority.
- 4. The Mayor, the City Manager, the Finance Officer, the City Clerk and the City Attorney are each hereby authorized to take any and all such further action and to execute and deliver such other documents as may be necessary or advisable to carry out the intent of this Resolution.
- 5. All actions of the City effectuating the purposes of this Resolution are hereby approved, ratified and authorized pursuant to and in accordance with the transaction contemplated by the documents referred to above.
- 6. This Resolution shall become effective immediately upon its adoption.

Adopted this the 16th day of Septen	nber, 2024.
	Cyril Jefferson, Mayor
ATTEST:	
Son due Voenery City Cloub	
Sandra Keeney, City Clerk	
Council Memberfollowing vote:	seconded the motion and the motion was adopted by the
AYES:	
NAVC.	
NAYS:	
	* * *

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EXTRACTS FROM MINUTES OF CITY COUNCIL

The City Council for the City of High Point, North Carolina held a regular meeting in the Council Chambers located on the 3rd floor of 211 South Hamilton Street, High Point, North Carolina 27261 at 5:30 P.M. on September 16, 2024. The following Council Members were:

Prese	ent:			
Abse	ent:			

* * *

RESOLUTION OF THE CITY OF HIGH POINT CONCERNING THE CITY'S OBLIGATIONS UNDER ITS "JOINT GOVERNMENTAL AGREEMENT" AMONG THE CITY, PIEDMONT TRIAD REGIONAL WATER AUTHORITY AND OTHER LOCAL GOVERNMENTS

WHEREAS, the City of High Point, North Carolina (the "City") previously entered into an Amended and Restated Joint Governmental Agreement dated August 4, 2016 (the "2016 Interlocal Agreement"), among the Piedmont Triad Regional Water Authority (the "Authority") and the following local governments: the City, the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the City of Randleman, North Carolina and the County of Randolph, North Carolina (collectively, the "Members"); and

WHEREAS, the Authority is preparing to issue its up to \$130,000,000 Water System Revenue Bond Anticipation Note, Series 2024 (the "2024 Note") to Truist Commercial Equity, Inc. as the purchaser thereof (the "Bank") and such 2024 Note constitutes "Revenue Bonds" within the meaning of the 2016 Interlocal Agreement; and

WHEREAS, the proceeds of the 2024 Note will be used to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2024 Project") and pay certain expenses in connection with the issuance of the 2024 Note; and

WHEREAS, in connection with the issuance of the 2024 Note and the financing of the 2024 Project, the Authority has determined to amend and restate 2016 Interlocal Agreement (as amended and restated, the "Interlocal Agreement"), and such Interlocal Agreement has been approved by the City Council and shall be executed and delivered in connection with the issuance of the 2024 Note;

BE IT RESOLVED by the City Council of the City of High Point, North Carolina, as follows:

- 1. At the request of the Bank, and to induce the Bank to purchase the 2024 Note, the City confirms its approval of the Interlocal Agreement and confirms its commitment to the Interlocal Agreement.
- 2. At the request of the Bank, and to induce the Bank to purchase the 2024 Note, the City acknowledges the following aspects of its obligations under the Interlocal Agreement:
- (a) Total estimated interest cost payable by the Authority over the life of the 2024 Note is \$6,816,195. The City is required to pay a percentage of this debt service. The City's share of the 2024 Note interest cost under the Interlocal Agreement is 9.16%, or a total of \$624,063 with respect to the 2024 Note (assuming the entire \$130,000,000 principal amount of the 2024 Note is issued). The average annual interest cost payable by the Authority on the 2024 Note is approximately \$2,820,494; the City's 9.16% share of average annual interest cost is approximately \$258,233. This is only an estimate; the actual annual payments may be higher or lower. It is anticipated that payment of the outstanding principal amount of the 2024 Note will be financed with revenue bonds. In the event such revenue bonds are not issued, the City would be responsible for 9.16% of the net debt service (including principal and interest) of the 2024 Note.
- (b) In addition, the City is contingently liable to pay up to 150% of its annual debt service requirement on the 2024 Note upon a failure to pay by any other Member. Increasing the City's average annual interest cost to the 2024 Note to 150% produces the annual amount of approximately \$387,349. This is only an estimate; the actual annual payments may be higher or lower.
- (c) The Interlocal Agreement also calls for the City to pay other amounts toward the operation and maintenance of the Authority's water utility facilities, as more fully defined in the Interlocal Agreement.
- (d) The Interlocal Agreement provides that the City cannot make a pledge or other commitment of its water and sewer system revenues to other debt service that would take precedence over the commitment of those revenues to payments under the Interlocal Agreement.
- (e) Under the Interlocal Agreement, the City is required to operate its water and sewer system as an enterprise fund, to charge rates and fees related to the water and sewer system such that sufficient revenues are generated to pay all costs of operating and financing the City's own water and sewer system and to satisfy the City's Payment Obligations (as defined in the Interlocal Agreement) to the Authority. Under the Interlocal Agreement, the City's Payment Obligations include both the requirements for debt service on the 2024 Note as described above, and also payments to provide for the Authority's operating expenses.
- (f) The Bank, as the owner of the 2024 Note, is authorized as a third-party beneficiary under the Interlocal Agreement to enforce the City's covenants and obligations under the Interlocal Agreement, including those described in the preceding paragraph. This means, for example, that the Bank could require the City to raise rates, fees and charges for the City's water and sewer system if the City was not operating the system as required by the Interlocal Agreement.
 - 3. This resolution shall become effective immediately upon its adoption.

Adopted this the 16th day of Septen	nber, 2024.
	Cyril Jefferson, Mayor
ATTEST:	
Sandra Keeney, City Clerk	
Council Memberfollowing vote:	seconded the motion and the motion was adopted by the
AYES:	
NAYS:	

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City of High Point

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

Master

File Number: 2024-358

File ID:2024-358Type:Miscellaneous ItemStatus:To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/05/2024

File Name: Final Action:

Title: Consideration of an Agreement with The Ferguson Group, LLC

City Council is requested to consider an agreement with The Ferguson Group, LLC in an amount not to exceed \$93,200 for lobbyist services and authorize the appropriate City

Official(s) to execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: Ferguson Group Lobbyist Services Enactment Number:

Contact Name: Hearing Date:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Consideration of an Agreement with The Ferguson Group, LLC		
FROM: Greg Ferguson, Deputy City Manager	MEETING DATE: September 16, 2024	
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a	
ATTACHMENTS: n/a		

PURPOSE: Approval of an agreement with The Ferguson Group, LLC as the City's Washington Lobbyist in an amount not to exceed \$93,200. This agreement is for the period beginning on July 1, 2024, and ending on June 30, 2025.

BACKGROUND: The Ferguson Group has served as the Washington Representative to the City of High Point for several years focusing on federal funds for the City's projects.

BUDGET IMPACT: Funding is available in the 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve an agreement with The Ferguson Group, LLC in an amount not to exceed \$93,200 and authorize the appropriate City Official to execute all necessary documents.



City of High Point

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

Master

File Number: 2024-369

File ID: 2024-369 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/09/2024

File Name: Final Action:

Title: Consideration of Nomination to the ElectriCities Board of Directors

City Council is requested to support and endorse the election of Tasha Logan Ford to serve on

the ElectriCities Board of Directors as a weighted voting member for a three-year term.

Notes:

Sponsors: Enactment Date:

Attachments: ElectriCities Board Application Enactment Number:

Contact Name: Hearing Date:

History of Legislative File

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: ElectriCities Board of Directors nomination	
FROM: Cyril Jefferson, Mayor	MEETING DATE: September 16, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Application form	

PURPOSE: To submit the application for City Manager Tasha Logan Ford to the ElectriCities Board of Directors to serve in a weighted voting seat.

BACKGROUND: Former Deputy City Manager Randy McCaslin currently holds this position, but is not eligible to serve another term, as he has served two three-year consecutive terms. The term of office is three years, and a Board Member may serve more than two consecutive terms.

BUDGET IMPACT: n/a

RECOMENDATION /ACTION REQUESTED: City Council is requested to support and endorse the election of Tasha Logan Ford to serve on the ElectriCities Board of Directors as a weighted voting member for a three-year term.

ELECTRICITIES BOARD OF DIRECTORS NOMINATION FORM

NOMINEE INFORMATION		
Name Tasha Logan Ford		
Address 211 S. Hamilton St., High Point, NC 27260		
Phone Business: 336-883-3283 Home/Cell:		
Principal occupation last 5 City Management		
years:		
DIRECTOR CATEGORY		
Affiliated Director		
Participant ratepayer Yes □ No □		
Participant elected or appointed official Yes		
Title		
No □		
Participant employee Yes ⊠ City Manager		
Title		
No □		
Unaffiliated Director Yes □ No □		
NOMINEE ELECTION CATEGORY		
Weighted vote ⊠		
Majority vote □		
Is the nominee willing to commit up to two (2) days per month at board meetings plus		
outside preparation time? Yes ⊠ No □		
Comments about nominee's training and experience (please attach resume or description of		
nominee's background and experience):		
nominee's background and experience):		
Dia attachad		
Bio attached		
Signature of Nominator (must be commissioner or alternate):		

In order to constitute a valid nomination, the above form must be completed in full and signed by the nominator and **received by ElectriCities prior to 5:00 p.m., October 4, 2024**. Please mail the form to ElectriCities, Attention: Jay Morrison, Re: Elections, 1427 Meadow Wood Blvd., Raleigh, NC 27604, or email to imorriso@electricities.org.



City of High Point

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

Master

File Number: 2024-360

File ID: 2024-360 Type: Miscellaneous Item Status: To Be Introduced

Version: 1 Reference: In Control: Finance Committee

File Created: 09/05/2024

File Name: Final Action:

Title: Consideration of Funding for Outside Non-profit Organizations

City Council is requested to consider and finalize recommendations for funding outside non-profit organizations and authorize the appropriate City Official(s) to execute all necessary

documents.

Notes:

Sponsors: Enactment Date:

Attachments: Consideration of Funding for Outside Non-Profit

Organizations - Annual Application Process

Hearing Date:

Enactment Number:

Drafter Name: alison.glynn@highpointnc.gov Effective Date:

History of Legislative File

Contact Name:

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

 sion:
 Date:

CITY OF HIGH POINT AGENDA ITEM



TITLE: Consideration of Funding for Outside Non-Profit Organizations – Annual Application Process		
FROM: Stephen M. Hawryluk, Budget & Performance Director	MEETING DATE: September 16, 2024	
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A	
ATTACHMENTS: None		

PURPOSE: The Finance Committee is responsible for reviewing outside non-profit organization funding requests to make recommendations to the City Council regarding annual funding levels.

BACKGROUND: Outside non-profit organizations submitted requests in the amount of \$2,294,220 for FY 2024-25.

The historic policy has been to allocate 1/3 of one penny of the tax rate to be distributed to the organizations, which is equal to \$454,155 for the current fiscal year.

BUDGET IMPACT: Funding is available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to finalize recommendations for funding the outside non-profit organization requests.