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



Meeting Agenda

Thursday, August 11, 2022 4:00 PM

3rd Floor Conference Room

Finance Committee

Britt Moore, Chair Committee Members: Michael Holmes Monica Peters, Mayor Pro Tem Victor Jones

Jay Wagner, Mayor (Alternate)

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

2022-364 Contract - Capital Chevrolet - Chevy Tahoe SSV - High Point Police Department (HPPD)

City Council is requested to award a contract to Capital Chevrolet in the amount of \$120,427.14 for the purchase of three (3) Chevy Tahoe SSV's for the High Point Police Department (HPPD).

Attachments: 1. Contract - Capital Chevrolet - Chevy Tahoe SSV - High Point Police Departr

2022-365 Contract - National Equipment Dealers, LLC - Bell B50E Articulated Dump
Truck

City Council is requested to award a contract to National Equipment Dealers, LLC in the amount of \$607,466 for the purchase of a Bell B50E Articulated Dump Truck and declare the three (3) current trucks as surplus and disposing through the online auction process.

Attachments: 1a. Contract - National Equipment Dealers, LLC - Bell B50E Articulated Dump

2022-366 Contract (Resolution) - Guilford County Board of Education- School Resource Officers (SRO)

City Council is requested to approve a contract and adopt a resolution with Guilford County Board of Education for eight (8) School Resource Officers and one (1) supervisor. The City agrees to provide eight (8) officers and (1) supervisor for a period of one year to the SRO Program and the Guilford County Board of Education shall reimburse the City for \$623,495.19 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2023.

Attachments: 2. Contract (Resolution) - Guilford County Board of Education- School Resource

2022-367 Capital Project Ordinance - Acquisition of Property -- City Lake Dam Restoration Project - Knollwood Drive

City Council is requested to adopt a Capital Project Ordinance and approve the purchase of three properties in the amount of \$538,000 located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, NC needed for the City Lake Dam Restoration Project.

Attachments: 3. Capital Project Ordinance - Acquisition of Property -- City Lake Dam Restora

2022-368 Contract - Matt's Janitorial Services, Inc. - Parks & Recreation Facilities City Council is requested to award a contract to Matt's Janitorial Services, Inc. in the amount of \$101,700.00 for cleaning service for nine Parks and Recreation facilities.

Attachments: 4. Contract - Matt's Janitorial Services, Inc. - Parks & Recreation Facilities

2022-369 Contract - WESCO Distribution, Inc. - 35ft Black Aluminum Poles - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$117,600 for the purchase of 35' black aluminum poles that are commonly used by the Electric Utilities Department.

Attachments: 5. Contract - WESCO Distribution, Inc. - 35ft Black Aluminum Poles - Electric [

2022-370 Contract - WESCO Distribution, Inc. - Steel Transmission Poles - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$317,384.77 for the purchase of Steel Transmission Poles to be installed in conjunction with the Jackson Lake Substation rehab project.

Attachments: 6. Contract - WESCO Distribution, Inc. - Steel Transmission Poles - Electric De

2022-371 Contract - WESCO Distribution, Inc. - Transformers - Electric Department City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$402,257 for the purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (500 & 750kVa) for warehouse stock.

Attachments: 7. Contract - WESCO Distribution, Inc. - Transformers - Electric Department

2022-372 Contract - KBS Earthworks Inc. - Upper Piedmont Lake Dredging & Dam Maintenance

City Council is requested to award a contract to KBS Earthworks, Inc. in the amount of \$384,377.50 for the removal of sediment within the Upper Piedmont Lake and restore the stormwater storage and collection capacity to its original design and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: 8. Contract - KBS Earthworks Inc. - Upper Piedmont Lake Dredging & Dam Mai

2022-374 Contract-Sole Source - Penn Valley Pump, Co. Inc. - Eastside Primary Sludge Pump

City Council is requested to award a sole source contract to Penn Valley Pump, Co. Inc. in the amount of \$38,929.00 for the sole source purchase of an additional 6-inch Penn Valley Double Disc Pump for the Eastside Wastewater Treatment Plant (WWTP).

Attachments: 9. Contract-Sole Source - Penn Valley Pump, Co. Inc. - Eastside Primary Sludge

2022-375 Contract-Sole Source - JWC Environmental - Westside (WWTP)

Mechanical Coarse Bar Screen

City Council is requested to award a sole source contract to JWC Environmental in the amount of \$147,565 for purchase of a replacement mechanical coarse bar screen at the headworks of the Westside Wastewater Treatment Plant (WWTP).

Attachments: 10. Contract-Sole Source – JWC Environmental – Westside (WWTP) Mechanica

2022-376	Interlocal Agreement - City of Trinity - Westside Wastewater Treatment Plant (WWTP) City Council is requested to approve an interlocal agreement with the City of Trinity to direct wastewater flow to the Westside Wastewater Treatment Plant (WWTP). Attachments: 11. Interlocal Agreement - City of Trinity - Westside Wastewater Treatment Pla
2022-377	Contract - CIGNA Renewal - Employee Health/Dental Care City Council is requested to authorize the City Manager to execute a twelve (12) month contract with CIGNA Healthcare for health and dental care coverage for City employees effective January 1, 2023 - December 31, 2023.

<u>Attachments:</u> 12. Contract – CIGNA Healthcare – City of High Point - Employee Healthcare C

ADJOURNMENT



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

Master

File Number: 2022-364

File ID: 2022-364 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract - Capital Chevrolet - Chevy Tahoe SSV - High Point Police
Department (HPPD)

City Council is requested to award a contract to Capital Chevrolet in the amount of \$120,427.14 for the purchase of three (3) Chevy Tahoe SSV's for the High Point Police Department (HPPD).

Notes:

Sponsors: Enactment Date:

Attachments: 1. Contract – Capital Chevrolet – Chevy Tahoe SSV – Enactment Number:

High Point Police Department (HPPD)

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2022-364

CITY OF HIGH POINT AGENDA ITEM



Title: Contract - Capital Chevrolet - Chevy Tahoe SSV

From: Kevin Rogers, Fleet Director Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date / N/A

Advertised By: N/A

Attachments: Formal Bid Recommendation

PURPOSE:

The Fleet Services Department needs to place an order for three (3) Chevy Tahoe SSV's, using the NC State Contract# 070A The current production 2023 Chevy Tahoe has been identified by City Council for Approval.

BACKGROUND:

The Police Department is currently using Chevy Tahoe SUV's that need replacement due to age and or condition. The new Chevy Tahoe SSV's are similar to other SUV's in the Police Department and will meet their needs. The price of \$38,973.18 is for the vehicle and equipment package with DMV fees of \$1,169.20. Total cost for three (3) is \$120,427.14 The estimated delivery is 365 days.

BUDGET IMPACT:

Funds are available in 2022-23 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the three (3) Chevy Tahoe SSV's from Capital Chevrolet in the amount of \$120,427.14.





FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT:					
COUNCIL AGENDA D	ATE:				
BID NO.:	C	CONTRACT NO.:		DATE OPENE	ED:
DESCRIPTION:	_		,		
PURPOSE:					
FURFUSE.					
COMMENTS:					
RECOMMEND AWAR	D TO:			AMOUNT:	
JUSTIFICATION:					
A CCOLDITING LINE	A CCOLINIT	A CTIVITY	CATEC	ODV DI	IDCETED AMOUNT
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	JRY BO	UDGETED AMOUNT
	TOTAL BUI	DGETED AMOUNT			
DEPARTMENT HEAD	:		DA	ГЕ:	
The Purchasing Divisio award to the lowest res		nmendation submitted by bidder		ne amount of \$	and recommends
PURCHASING MANAG	GER:		DA	PE	
Approved for Submission to Co FINANCIAL SERVICE	ouncil S DIRECTOR:		DA ^r		
CITY MANAGER:			DA	ГЕ:	

Capital Chevrolet Inc.

Government Sales Division

From Phone/Fax E-Mail Rod Mitchell Government Account Manager Office 919-573-8530 rmitchell@capitalchevroletnc.com

July 22 2023

NC State Contract 070A

2023 Chevrolet Tahoe 4 Dr 1500 SSV 4WD 5W4 CK10706		\$	37,660.00
	MSRP	Le	ess 6% Discount
AMF 4 additional remotes not programmed	\$ 75.00	\$	70.50
6C7 Aux Red & White Dome Light driver & passenger	\$ 320.00	\$	300.80
6J3 WIRING FOR GRILLE LAMPS & SPEAKERS	\$ 92.00	\$	86.48
6J4 WIRING FOR HORN & SIREN CIRCUIT	\$ 55.00	\$	51.70
WX7 WIRING FOR AUXILIARY SPEAKERS	\$ 60.00	\$	56.40
PQA Driver safety package	\$ 395.00	\$	371.30
A50 Seats, front bucket with console	\$ 350.00		\$329.00
V76 Recovery Hooks	\$ 50.00	\$	47.00

Colors available: Black, Midnight Blue, 2 Sterling Gray TOTAL PRICE

\$ 38,973.18

Remit to:

rmitchell@capitalchevroletnc.com
Capital Chevrolet of Wake Forest
9820 Capital Blvd
Wake Forest, NC 27587



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

Master

File Number: 2022-365

File ID: 2022-365 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: <u>Contract - National Equipment Dealers, LLC - Bell B50E Articulated Dump</u>
Truck

City Council is requested to award a contract to National Equipment Dealers, LLC in the amount of \$607,466 for the purchase of a Bell B50E Articulated Dump Truck and declare the three (3) current trucks as surplus and disposing through the online auction process.

Notes:

Sponsors: Enactment Date:

Attachments: 1a. Contract – National Equipment Dealers, LLC – Enactment Number:

Bell B50E Articulated Dump Truck

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2022-365

CITY OF HIGH POINT AGENDA ITEM

PONE CAROLINA'S INTERNATIONAL CITY*

Title: Articulated Dump Truck
From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: August 15, 2022

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

PURPOSE:

The Landfill Operations Division needs to place an order for an articulated dump truck. Using the Sheriff's Association Contract# 22-06-0426, the current production 2022 Bell B50E articulated dump truck is being recommended for City Council Approval.

BACKGROUND:

The Landfill Operations Division is currently using three (3) tandem dump trucks that this unit will replace. The new Bell B50E Articulated Dump is needed for Landfill use and will meet their needs well. The price of \$607,466 is for the truck, training, delivery, and extended warranty. The estimated delivery is 360+ days.

BUDGET IMPACT:

Funds are available in 2022-23 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the articulated dump truck from National Equipment Dealers, LLC in the amount of \$607,466. Recommendation also includes declaring three (3) current trucks as surplus and disposing through the online auction process.





FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet	Services				
COUNCIL AGENDA	DATE: 08/15/2022				
BID NO.: NC Sheri	ffs Association CO	NTRACT NO.: 22-06	5-0426 DATE	E OPENED:	
DESCRIPTION:					
Quantity one (1) I	Bell B50E articulate	d dump truck	,		
PURPOSE:					
currently not mee	ations Division is cu ting their needs. The need for the three (e new Bell B50E a	articulated dump tru	e dump trucks that are uck will meet their needs	
COMMENTS:					
The new Bell B50E articulated dump truck will meet the needs of the Landfill Operations Division. The price of \$607,466 is for the truck, training, delivery, and extended warranty.					
RECOMMEND AWAR	D TO: National E	quipment Deale	AMOU	NT: \$607,466.00	
JUSTIFICATION:					
Using the bid allow through the NC Sh	vs the City of High F neriffs Association	oint to take advar	ntage of the volum	e discount offered	
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT	
501271	532401			\$607,466.00	
	TOTAL BUDGE	TED AMOUNT		\$607,466.00	
DEPARTMENT HEAD:			date: 08	/3/2022	
The Purchasing Divisio award to the lowest res	n concurs with recomme ponsible, responsive bidd	endation submitted by the lear National Equip	the Fleet Services ment in the amount		
PURCHASING MANAG	GER:		DATE: 8/5	/22	
Approved for Submission to Co FINANCIAL SERVICES		'	DATE: OF		
CITY MANAGER:			DATE:		



Quotation / Order January 29, 2021 (Revised March 7, 2022)

City of Hight Point Mr Mike Spencer Ship to: High Point Kersey Valley Landfill 3940 Kivett Dr Jamestown, NC

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

NEW Bell B50E Articulated Dump Truck

- Mercedes OM473LA, Turbo, Tier 4F, Stage V, 543 HP Diesel Engine
- Allison 4800 ORS Fully Automatic Planetary Transmission
- Bell Transfer Case and Axles with High Input Limited Slip Differential
- · Outboard Heavy Duty Planetary Final Drives on all Axles
- Dual Circuit, Full Hydraulic Actuation Wet Disc Brakes
- · Automatic Traction Control, Hill Assist, and Retarders
- · Full Load Sensing Hydraulic System
- Two Double-Acting, Single Stage Dump Cylinder System
- · I-Tip Programmable Dump Body Settings
- 1 Year/2,000 Hr Full and 3 Year/6,000 Hour Powertrain Warranty
- · Includes: Tailgate with Positive Downforce Suspension

- · Operating Weight: 78,650 lbs. Empty / 178,740 lbs. Loaded
- Enclosed ROPS Cab with HVAC Climate Control
- Deluxe 10" LCD Display Monitor with Diagnostics
- Center-Mount Air Suspension Seat
- Foldaway Passenger Seat
- · Rev. Camera / Daily Fluid and System Checks in Monitor
- . Forward Work Lights
- Onboard Weighing
- 875/65 R29 Radial Earthmover Tires
- Fleetm@tic® Classic Package 5 Years/Telematics
- Automatic Greasing System
- Heated/Mechanical Cab Controlled Side Mirrors

Sale Price:

\$ 599,473.00 (Price good if PO Received by Sept 1, 2022)

As equipped above. FOB Jamestown, NC Sales Tax: Guilford County

- 1) Only Mercedes Engine and Allison Transmission in Market Proves to be Industry Leading Fuel Efficiency
- 2) Class Leading Payload to Weight Ratio from extensive use of high strength, lightweight materials in manufacturing sp less fuel burn empty
- 3) Onboard Weighing Standard Options on some trucks
- 4) 5 Years of Fleetmatic Telematics FREE At Top of Market
- 5) Auto Grease System Standard No other manufacturer offers this as standard a \$13,500 Option
- 6) Heated, Cab Controlled Mirrors SAFETY feature standard on Bell's where optional on others

All Delivery, Setup, and Training - (INCLUDED)

5 Yrs / 5000 Hour Extended Full Warranty - \$ 19,326.00 New 2022 Pricing but *must include Sched Svcs Package

5 Yrs / 5000 Hour Sched Maint Package - \$ 39,870.00 New 2022 Pricing

3 Yrs / 3000 Hour Extended Full Warranty - \$ 7,993.00 New 2022 Pricing but *must include Sched Sycs Package

3 Yrs / 6000 Hour Sched Maint Package - \$ 23,940.00 5 Yrs / 6000 Hour Extended Drive Train Only - \$ 7,993.00

Price and payments do not include applicable sales, use or property taxes.

Pricing based on NC Sheriff's Contract 22-06-0426 for 2021/22. Base Pricing on Sheriff's Bid - \$620,965.96 Extra Discount to High Point of: \$21,492.96











Terms & Conditions

- 1. In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1½ % per month until the entire balance is paid in full.
- 2. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale.
- 3. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.
- 4. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.
- 5. Check box if not applicable:
 Buyer acknowledges that used property, as identified on previous is being sold "As is, Where is" and with all faults. Buyer agrees and understands that Seller makes no warranty regarding the condition of the used Property or its fitness for a particular purpose, and none shall be implied. Seller solely represents, warrants, and covenants to Buyer that (1) Seller is currently the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens, and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein.
- 6. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.
- 7. Notice is hereby given that May Heavy Equipment has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.
- 8. This agreement constitutes the entire contract between the parties and no other verbal or written agreement exists, and Buyer acknowledges that Seller makes no other representation or warranty apart from that contained herein.



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

Master

File Number: 2022-366

File ID: 2022-366 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract (Resolution) - Guilford County Board of Education- School Resource
Officers (SRO)

City Council is requested to approve a contract and adopt a resolution with Guilford County Board of Education for eight (8) School Resource Officers and one (1) supervisor. The City agrees to provide eight (8) officers and (1) supervisor for a period of one year to the SRO Program and the Guilford County Board of Education shall reimburse the City for \$623,495.19 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2023.

Notes:

Sponsors: Enactment Date:

Attachments: 2. Contract (Resolution) - Guilford County Board of Enactment Number:

Education- School Resource Officers (SRO)

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

Contact Name:

History of Legislative File

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

 sion:
 Date:

Text of Legislative File 2022-366

CITY OF HIGH POINT AGENDA ITEM



Title: School Resource Officer Contract with Guilford County Schools

From: J. Travis Stroud, Police Chief Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date /
Advertised By:

Attachments: Resolution and Contract

PURPOSE:

Request to approve School Resource Officer (SRO) Contract with Guilford County Schools

BACKGROUND:

The Guilford County School System contracts with the City of High Point for SRO coverage at the four high schools and four middle schools which are located within High Point. The proposed contract for eight (8) School Resource Officers and one (1) Supervisor is being requested to cover school year 2022/2023.

BUDGET IMPACT:

The funding for salary and equipment expenses was considered/calculated into our proposed budget for Fiscal Year 2022.

RECOMMENDATION / ACTION REQUESTED:

The Police Department is requesting that City Council approve this request to contract with Guilford County for eight (8) School Resource Officers and one (1) Supervisor.

RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF CONTRACT WITH GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY RESOURCE OFFICER PROGRAM

WHEREAS, the Guilford County Board of Education ("the Board") desires assistance of the City of High Point ("City") in providing School Safety Resource Officers ("SROs) for additional police services to create safe and crime free educational campuses; and

WHEREAS, there is a need to maintain the School Safety Resource Officer Program ("SRO Program") jointly operated by the City and the Board in select public schools; and

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding these campuses and seeks to memorialize the continued operation through a written contract; and

WHEREAS, under this contract, the City agrees to provide eight (8) officers and one (1) supervisor for a period of one year to the SRO Program and the Board shall reimburse the City for \$623,495.19 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2023; and

WHEREAS, the City and the Board shall continue to work together to ensure the successful protection of those educational campuses; and

WHEREAS, the City would like to enter into a contract with the Board for providing SROs.

NOW THERFORE, BE IT RESOLVED by the High Point City Council that the attached contract between the City and the Board for the SRO Program in the amount of \$623,495.19 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager is hereby authorized to execute the attached contract on behalf of the City, and that this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the High Point City Council.

Adopted this the day of	, 2022.	
Mary Brooks High Point Interim City Clerk	Mayor Jay W. Wagner	

THIS CONTRACT, entered into this 1st day of August, 2022, by and between the CITY OF HIGH POINT, hereinafter referred to as "City"; and the GUILFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board";

WITNESSETH:

THAT WHEREAS, the Board desires special law enforcement services to be rendered by the City of HIGH POINT, namely the providing of School Safety Resource Officers (SROs) and

WHEREAS, the City of HIGH POINT has agreed to provide such special law enforcement services to the Board upon certain terms and conditions provided hereinafter; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the authority of the General Statutes of the State of North Carolina, and the acts and things done and performed, and to be done and performed by the parties hereto, one with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE CITY

1.01 The City shall provide eight (8) sworn police officers to be assigned to specific middle/high schools as School Safety Resource Officers (SROs) by the Chief of Police. The City shall also provide one (1) supervisor for the SRO unit. The selection of the individual officers shall be at the discretion of the Chief of Police. During the term of this agreement, the primary duty and responsibility of the SROs shall be to the schools. The SROs are expected to be on duty at school on regular school days and available for special assignments during the weeks when school is not in session. SRO assignments may be adjusted based on needs identified by the Chief of Police or the Police Department's SRO Supervising Officer upon consultation with the Board's Administrator for School Safety. The normal duty hours for SROs at their school(s) are 8:00 a.m. to 4:00 p.m. Changes to these hours can be made by agreement with the Program

Administrators for School Safety, the principal of the school, and the Chief of Police or the Police Department's SRO Supervising Officer.

- 1.02 It is understood that, in the event of Police Department emergencies, the School Safety Resource Officers may be required, for short periods of time, to attend such emergencies in lieu of their duties under this Contract. In the event that such a need arises, the Chief of Police or his designee may notify the Board's Program Administrator for School Safety as soon as practical. For purposes of this Contract, "emergency" is defined as an event that involves an imminent threat of death or serious bodily injury or a threat to the wellbeing and safety of the citizens of High Point which requires immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety.
- 1.03 It is understood that the School Safety Resource Officers are employees of the High Point Police Department and will be subject to the vacation and holiday schedule of the department. In the event an SRO is absent from work, the SRO shall notify both their police department supervisor and the principal of the school to which the SRO is assigned. It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from or out of their assignment as an SRO shall be considered as hours worked under this Contract.
- 1.04 The City shall ensure that the exercise of any law enforcement powers by the SROs is in compliance with the authority granted by law and that they receive basic and in-service training necessary to properly maintain their law enforcement certification.
- 1.05 SROs shall coordinate and communicate with the principal or his or her designee as necessary to effectively perform their duties.

1.06 The City agrees to provide each SRO with the necessary law enforcement supplies and forms required in the performance of their duties.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Superintendent of the Board has designated the Board's Program Administrator for School Safety as the person to work with, coordinate activities of, and otherwise communicate with the School Safety Resource Coordinator and the City on behalf of the Board.
- 2.02 For the fiscal year covered by this agreement (FY 2022-2023), the Board shall pay to the City the amount needed to pay 75% of the actual salaries and benefits for the eight SROs and one supervisor plus \$2,000.00 per officer and supervisor for equipment, vehicle, and other expenses as set out in the attached cost sheet incorporated herein by reference.
- 2.03 The Board shall also reimburse the City for the amount paid for SROs and the SRO supervisor to attend the annual SRO Training Conference.
- 2.04 The Board shall make biannual (twice a year) payments to the City to cover the costs set out in 2.02 and 2.03 above. Invoices shall be sent to the Board in January and June and Board shall have thirty (30) days from the invoice date to make payment. Payments to the City should be sent to the City of High Point Finance Department.
- 2.06 The Board through its principals or their designees shall provide and maintain, to the extent resources are available, office space, furniture and/or telephone to SROs through the duration of this contract.

SECTION 3. SCHOOL RESOURCE OFFICER PROGRAM

- 3.01 The general outline of the Program shall be as provided in the previously executed agreement entitled "School Resource Officer Program Memorandum of Understanding (MOU)," which is incorporated herein by reference.
- 3.02 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations. If some information in a student's cumulative record is needed in an emergency situation to protect the health and/or safety of the student or other individuals, school officials may disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health and/or safety. This disclosure is based upon the immediacy of the need and the impact of the delay in obtaining said information from other sources. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon a signed notarized consent of a parent or guardian, the issuance of a search warrant or a subpoena to produce the records.

SECTION 4. TERM OF AGREEMENT

- 4.01 This Agreement shall be made for a one-year period beginning on the date of signature, and ending on June 30, 2023, with the intent to renew the Agreement, contingent upon the availability of the necessary funding through the appropriation of state and/or local funding or designated grants for SROs, for successive terms beginning on August 1.
- 4.02 Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate as set out below.

SECTION 5. TERMINATION

5.01 Either party may terminate this Agreement early by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 6. INVALID PROVISION

- 6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed.
- 6.02 Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

7.01 Neither party to this Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either part any of its rights herein or any of its elections under the terms and conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the specific subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month, and year first above written.

ATTEST:	CITY OF HIGH POINT
BY:	
Mary Brooks, Interim City Clerk	Tasha Logan Ford, City Manager
This instrument has been preaudited in the and Fiscal Control Act.	manner required by the Local Government Budge
Bobby Fitzjohn, City Finance Office	
Approved as to Legality and Form:	
JoAnne L. Carlyle	
City Attorney	
Approved as to Content:	
J. Travis Stroud	_
Chief of Police, City of High Point	

ATTEST:		GUILFORD COUNTY BOARD OF EDUCATION
Clerk to the Board	Ву:	
This instrument has been preaudited in the Manner required by the School Budget and Fiscal Control Act.		Approved as to Legality and Form:
Guilford County Board of Education Chief Financial Officer		Attorney for Guilford County Board of Education

City of High Point High Point Police Department School Resource Officer Contract

COST SHEET FOR FISCAL YEAR 2022-2023

75% of Salary and Benefits for 8 Police Officers	\$ 518,756.93
75% of Salary and Benefits for 1 Supervisor	\$ 78,214.51
\$2,000 per Officer and Supervisor for Equipment:	\$ 18,000.00
Cost of SRO Training Conference:	\$ 8,523.75
TOTAL	\$ 623,495.19



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

Master

File Number: 2022-367

File ID: 2022-367 Type: Ordinance Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Capital Project Ordinance - Acquisition of Property -- City Lake Dam
Restoration Project - Knollwood Drive

City Council is requested to adopt a Capital Project Ordinance and approve the purchase of three properties in the amount of \$538,000 located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, NC needed for the City Lake Dam Restoration Project.

Notes:

Sponsors: Enactment Date:

Attachments: 3. Capital Project Ordinance – Acquisition of Property Enactment Number:

-- City Lake Dam Restoration Project - Knollwood

Drive

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

 sion:
 Date:

Text of Legislative File 2022-367

CITY OF HIGH POINT AGENDA ITEM



Title: Property Acquisition - 203, 203 R1, and 205 Knollwood Drive

From: JoAnne Carlyle, City Attorney Meeting Date: Monday, August 15, 2022

Public Hearing: Not Required Advertising Date: Advertised By:

Attachments: Map

PURPOSE:

Purchase of three properties located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, NC needed for the City Lake Dam Restoration Project.

BACKGROUND:

The City Lake Dam Restoration Project is a proposed project to repair and restore the 100 year-old dam at the High Point City Lake. The owner negotiated an offer of \$538,000 for the properties, which includes their attorney fees and their appraisal fees.

BUDGET IMPACT:

A capital project ordinance appropriating the acquisition cost is included with this item. Revenue bonds associated with this ordinance are estimated to be issued in FY 2023-24 in accordance with the capital financing plan. Debt service payments will be paid from water and sewer revenues.

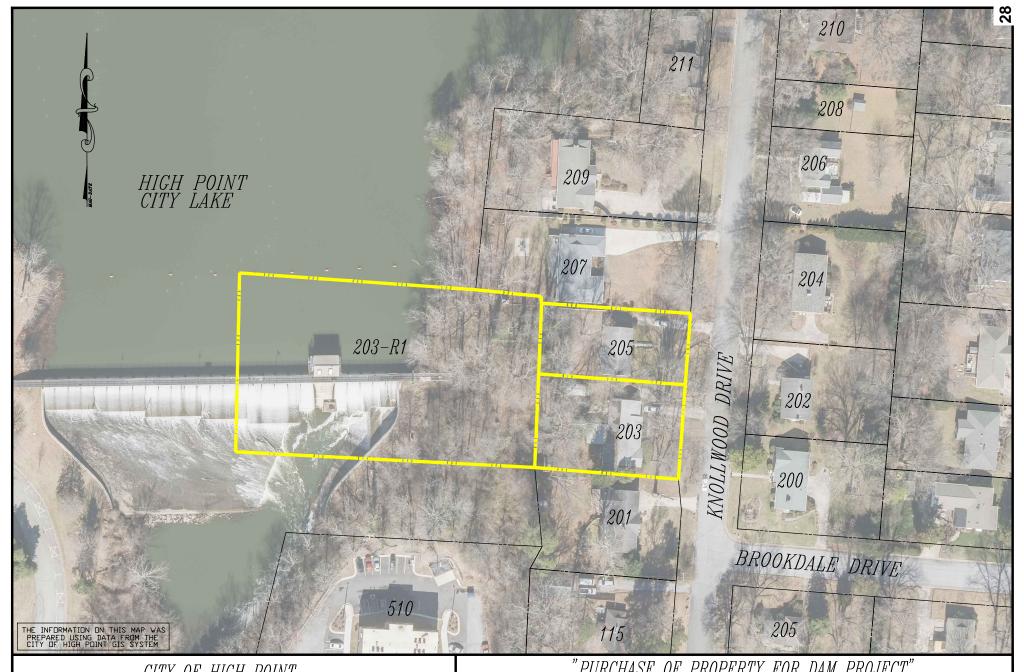
RECOMMENDATION / ACTION REQUESTED:

- 1. Staff recommends approval and asks for the Council authorization to proceed with the purchase of the properties for \$538,0000 as requested.
- 2. The Public Services and Financial Services Departments recommends and asks the City Council to approve the capital project ordinance for the property purchases for the City Lake Dam Restoration Project.

"AN CAPITAL PROJECT ORDINANCE AMENDMENT OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE ACQUISITION OF PROPERTY FOR THE CITY LAKE DAM UPGRADE PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1.	This project is for purchase of three propertic Restoration project, which will repair and restore City Lake. The Project will be paid by procee bonds.	e the 100-year-old dam at High Point
Section 2.	The following revenue is available to the City of	High Point:
	Revenue Bond Proceeds	\$550,000
Section 3.	The following amounts are appropriated for the	Project:
	Land Acquisition	\$550,000
Section 4.	The Financial Services Director is hereby direct with sufficient detail accounting records to a Budgetary accounting for appropriations	• • •
Section 5.	Copies of this capital project ordinance shall be and the Financial Services Director for direction	
Adopted by High P	oint City Council, this the 15th day of August 2022	2
	Mayor, Jay V	V. Wagner
ATTEST		
Mary Brooks, Interim City Clerk		



CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT "PURCHASE OF PROPERTY FOR DAM PROJECT"

203 KNOLLWOOD DRIVE, JAMESTOWN

203-R1 KNOLLWOOD DRIVE, JAMESTOWN (PART OF THE PARCEL IS OVER THE DAM)

205 KNOLLWOOD DRIVE, JAMESTOWN

SCALE: 1" = 100'

BY: JKF

PROJECT: 2575 DATE: JULY 2022



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

Master

File Number: 2022-368

File ID: 2022-368 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract - Matt's Janitorial Services, Inc. - Parks & Recreation Facilities

City Council is requested to award a contract to Matt's Janitorial Services, Inc. in the amount of \$101,700.00 for cleaning service for nine Parks and Recreation facilities.

Notes:

Sponsors: Enactment Date:

Attachments: 4. Contract - Matt's Janitorial Services, Inc. – Parks Enactment Number:

& Recreation Facilities

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2022-368

CITY OF HIGH POINT AGENDA ITEM



Title: Custodial Contract – Matt's Janitorial Services, Inc.

From: Lee Tillery –Parks and Recreation Director Meeting Date: August 15, 2022

Public Hearing: N/A **Advertising Date:** July 7, 2022 **Advertised By:** N/A

Attachments: Attachment A – Bid Tabulation Summary

Attachment B – Bid Recommendation Form

PURPOSE:

Award janitorial contract for nine Parks and Recreation facilities.

BACKGROUND:

In the last six years, Parks and Recreation has transitioned to custodial contracts for the cleaning service of several facilities. This particular bid included janitorial services for nine Parks and Recreation facilities. Included on that list are: Allen Jay, Deep River, Morehead, Oakview and Southside Recreation Centers, along with the Washington Terrace Community Building, Piedmont Environmental Center, P & R Administration building and the newly renovated City Lake Park Meetings and Event Center. This is a three year contract, renewable each year. Matt's has worked with the Department in previous years and provided exemplary service, while being able to maintain several facilities.

BUDGET IMPACT:

Funds for these services are included in the operating budget for Parks and Recreation.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve contract to Matt's Janitorial Services, Inc in the annual amount of \$101,700.00.

Bid Summary City of High Point, North Carolina Janitorial Services Bid 02-070722/ Thursday, July 07, 2022, 2:00 PM

Contractor	Allen Jay	De	ep River	М	orehead	(Oakview	Southside	Washington	PEC	City Lake Park	P&R Admin	Total Bid
Ezekiels Above and Beyond House Cleaning	\$108,000	\$ 1	108,000.00	\$	90,000.00	\$	90,000.00	\$216,000.00	\$ 84,000.00	\$114,000.00	\$102,000.00	\$120,000.00	\$924,000.00
Cleannet of Charlotte	\$28,308	\$	28,308.00	\$	31,308.00	\$	28,452.00	\$ 59,100.00	\$ 8,940.00	\$ 6,564.00	\$ 6,360.00	\$ 17,820.00	\$215,160.00
Matt's Janitorial Service	\$10,200	\$	10,200.00	\$	9,600.00	\$	9,900.00	\$ 29,700.00	\$ 8,400.00	\$ 5,700.00	\$ 9,600.00	\$ 8,400.00	\$101,700.00
Lopez Cleaning Services	\$11,040	\$	11,040.00	\$	13,200.00	\$	11,880.00	\$ 24,240.00	\$ 4,200.00	\$ 5,280.00	\$ 5,160.00	\$ 8,640.00	\$94,680.00
Clean Triad DBA Office Pride	\$45,116	\$	45,116.00	\$	54,000.00	\$	48,600.00	\$110,160.00	\$ 13,320.00	\$ 12,120.00	\$ 10,800.00	\$ 27,600.00	\$366,840.00
Affordable Janitorial Services	\$ 37,018.80	\$	37,018.80	\$	44,291.52	\$	39,967.20	\$ 81,244.80	\$ 11,629.80	\$ 8,877.96	\$ 8,648.64	\$ 24,297.00	\$292,994.52



FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT:						
COUNCIL AGENDA D	ATE:					
BID NO.:	C	CONTRACT NO.:		DATE OPENE	ED:	
DESCRIPTION:			,			
PURPOSE:						
FURFUSE.						
COMMENTS:						
RECOMMEND AWAR	D TO:			AMOUNT:		
JUSTIFICATION:						
A CCOLDITING LINE	A CCOLINIT	A CTIVITY	CATEC	ODV DI	IDCETED AMOUNT	
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	JRY BO	UDGETED AMOUNT	
	TOTAL BUI	DGETED AMOUNT				
DEPARTMENT HEAD	:		DA	ГЕ:		
The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$\\$.						
PURCHASING MANAG	GER:		DA	PE		
Approved for Submission to Co FINANCIAL SERVICE	ouncil S DIRECTOR:		DA ^r			
CITY MANAGER:			DA	ГЕ:		



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

Master

File Number: 2022-369

File ID: 2022-369 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract - WESCO Distribution, Inc. - 35ft Black Aluminum Poles - Electric

Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$117,600 for the purchase of 35' black aluminum poles that are commonly

used by the Electric Utilities Department.

Notes:

Sponsors: Enactment Date:

Attachments: 5. Contract – WESCO Distribution, Inc. – 35ft Black Enactment Number:

Aluminum Poles - Electric Department

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

 sion:
 Date:

Text of Legislative File 2022-369

CITY OF HIGH POINT AGENDA ITEM



Title: Purchase of Warehouse Stock – 35' Black Aluminum Poles

Bid # 07-072922

From: Tyler Berrier, Electric Utilities Assistant Dir. Meeting Date: August 15, 2022

Public Hearing: N/A Advertised By: N/A

Attachments: Attachment A: Formal bid Recommendation

Attachment B: Bid Tabulation

PURPOSE:

To purchase 35' black aluminum poles that are commonly used by the Electric Utilities Department. Replenish warehouse stock.

BACKGROUND:

The City normally stocks these items in inventory.

BUDGET IMPACT:

Funds are included in the current operating budget to cover this material purchase.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. Staff is recommending that the bid for these poles be awarded to WESCO Distribution, Inc. for \$117,600. WESCO Distribution was the lowest qualified bidder of the 2 bids received by the Purchasing division.

BIDDERS LIST & TABULATION

FORMAL BID #07-072922 – BLACK ALUMINUM POLE WHS# 4226						
VENDOR NAME & ADDRESS	ITEM#	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DLVRY. A.R.O.	
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	4226	60	N/Q	N/Q	N/A	
TECHNOLOGY INTL, INC 1349 S. INTL PKWY LAKE MARY , FL 32746	4226	60	\$2,270.00	\$136,200.00	30 WKS	
SHEALY ELECTRICAL P.O. BOX 8597 COLUMBIA, SC 29202	4226	60	N/Q	N/Q	N/A	
WESCO 3025 STONYBROOK DR. RALEIGH, NC 27604	4226	60	\$1,960.00	\$117,600.00	16-20 WKS	

^{*}Bids emailed



FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT:						
COUNCIL AGENDA D	ATE:					
BID NO.:	C	CONTRACT NO.:		DATE OPENE	ED:	
DESCRIPTION:			,			
PURPOSE:						
FURFUSE.						
COMMENTS:						
RECOMMEND AWAR	D TO:			AMOUNT:		
JUSTIFICATION:						
A CCOLDITING LINE	A CCOLINIT	A CITIVITY	CATEC	ODV DI	IDCETED AMOUNT	
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	JRY BO	UDGETED AMOUNT	
	TOTAL BUI	DGETED AMOUNT				
DEPARTMENT HEAD	:		DA	ГЕ:		
The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$\\$.						
PURCHASING MANAG	GER:		DA	PE		
Approved for Submission to Co FINANCIAL SERVICE	ouncil S DIRECTOR:		DA ^r			
CITY MANAGER:			DA	ГЕ:		



City of High Point

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

Master

File Number: 2022-370

File ID: 2022-370 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract - WESCO Distribution, Inc. - Steel Transmission Poles - Electric

Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$317,384.77 for the purchase of Steel Transmission Poles to be installed in

conjunction with the Jackson Lake Substation rehab project.

Notes:

Sponsors: Enactment Date:

Attachments: 6. Contract – WESCO Distribution, Inc. – Steel Enactment Number:

Transmission Poles - Electric Department

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

 sion:
 Date:

Text of Legislative File 2022-370

CITY OF HIGH POINT AGENDA ITEM



Title: Jackson Lake Substation Project – Steel Transmission Poles

Bid # 05-72722

From: Tyler Berrier, PE; Electric Utilities Asst. Dir. Meeting Date: August 15, 2022

Public Hearing: N/A

Advertised By: Purchasing

Attachments: Attachment A: Bid Tabulation

Attachment B: Recommendation Form

Attachment C: Southeastern Consulting Engineers Recommendation

PURPOSE:

On July 27th, the City received bids for Steel Transmission Poles. These poles will be installed in conjunction with the Jackson Lake Substation rehab project. The Electric Utilities department has already procured the substation equipment and materials for this project, this bid was for poles only. There were two schedules associated with the bid.

BACKGROUND:

The Electric Department is procuring materials to be used on the Jackson Lake substation rehab project. The Purchasing Department solicited bids for Steel 100kV Transmission Poles. Schedule I consists of engineered poles, while Schedule II consists of standard poles.

BUDGET IMPACT:

Funds are included in the Capital budget to cover this material purchase.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. The Electric Department is recommending that the bid for these items be awarded to WESCO Distribution, Inc. The total of these bids are \$317,384.77. WESCO was the lowest bidder of the 4 qualifying bids. Funds are included in the departments Capital budget to cover this material purchase.





FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT:					
COUNCIL AGENDA D	ATE:				
BID NO.:	C	CONTRACT NO.:		DATE OPENE	ED:
DESCRIPTION:	_		,		
PURPOSE:					
FURFUSE.					
COMMENTS:					
RECOMMEND AWAR	D TO:			AMOUNT:	
JUSTIFICATION:					
A CCOLDITING LINE	A CCOLINIT	A CTIVITY	CATEC	ODV DI	IDCETED AMOUNT
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	JRY BO	UDGETED AMOUNT
	TOTAL BUI	DGETED AMOUNT			
DEPARTMENT HEAD	:		DA	ГЕ:	
The Purchasing Divisio award to the lowest res		nmendation submitted by bidder		ne amount of \$	and recommends
PURCHASING MANAG	GER:		DA	PE	
Approved for Submission to Co FINANCIAL SERVICE	ouncil S DIRECTOR:		DA ^r		
CITY MANAGER:			DA	ГЕ:	



July 29, 2022

Mr. Tyler Berrier, PE City of High Point P.O. Box 230 High Point, North Carolina 27261

Ref.: Steel Pole Bid Recommendation

Jackson Lake Substation Bid # 05-072722

Dear Tyler:

The City received sealed proposals on July 27, 2022, from ten suppliers solicited for providing steel poles that will be installed at the City's Jackson Lake Substation. During the bid opening six of the proposals were deemed non-responsive. The remaining 4 bids were reviewed for compliance with the technical specifications, purchase price, and delivery. Based on the preceding factors Wesco Distribution submitted the lowest responsive and compliant bid in the amount of \$317,384.77. We recommend that the City accept Wesco's proposal and issue a purchase order. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

Jerry L. Ford, Jr., P.E.

Senior Design Engineer

JLF/lc

cc: Mr. Philip Hiatt, PE

BID TABULATION Steel Transmission Poles

City of High Point High Point, North Carolina Date: 2:00 PM, July 27, 2022 Bid No. 05-72722

Bidder	Graybar	MVA Power	Nucor Tower	WESCO		
Schedule I -Engineered Steel Poles:						
Total Schedule I, Engineered Steel Poles	\$ 199,345.64	\$ <u>156,895.51</u>	\$ <u>173,586.00</u>	\$ <u>153,846.88</u>	\$	
Schedule I - Delivery		22 Weeks	28 Weeks	18-20 Weeks		
Schedule I - Manufacturer		MVA Power	Nucor	CHM		
Schedule II - Standard Cla	ss Steel Poles					
Total Schedule II, Standard Class Steel Poles	\$ <u>281,702.36</u>	\$ <u>170,166.39</u>	\$ 171,690.00	\$ <u>163,537.89</u>	\$	
Schedule II - Delivery		22 Weeks	28 Weeks	_18-20 Weeks_		
Schedule II - Manufacturer		MVA Power	Nucor	СНМ		
Total, Schedules I & II	\$ 481,048.00_	\$ 327,061.90	\$ 345,276.00	\$ 317,384.77	\$	



City of High Point

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

Master

File Number: 2022-371

File ID: 2022-371 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

Enactment Number:

File Name: Final Action:

Title: Contract - WESCO Distribution, Inc. - Transformers - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$402,257 for the purchase of Large Commercial/Industrial Voltage

(277/480V) Transformers (500 & 750kVa) for warehouse stock.

Notes:

Sponsors: Enactment Date:

Attachments: 7. Contract – WESCO Distribution, Inc. –

Transformers - Electric Department

Contact Name: Hearing Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2022-371

CITY OF HIGH POINT AGENDA ITEM



Title: 500 & 750kVA Transformers for Various Electric Projects

Bid #03-070522

From: Tyler Berrier, PE; Electric Utilities Asst. Dir. Meeting Date: August 15, 2022

Public Hearing: N/A

Advertised By: Purchasing

Attachment A: Bid Tabulation

Attachment B: Recommendation Form

PURPOSE:

Purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (500 & 750kVa). Warehouse Stock Items, not associated with a specific project.

BACKGROUND:

There are 9 total transformers being encumbered under this bid. Wesco was the lowest of the qualified bidders.

BUDGET IMPACT:

Funds are included in the operating budget to cover this purchase.

RECOMMENDATION / ACTION REQUESTED:

Staff is recommending that the city council approve, and the department be given the ability to procure these transformers. The department is recommending that the bid for these transformers be awarded to WESCO Distribution, Inc. for \$402,257.



BIDDERS LIST & TABULATION 7/05/2022 2:00 PM

FORMAL BID #	#03-070522	- TRANS	SFORMERS WH	IS # 11187 & 830	1
VENDOR NAME & ADDRESS	LINE ITEM#	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DELIVERY A.R.O.
Wesco Distribution	11187 830	4 5	\$50,618.00 \$39,975.00	\$202,472.00 \$199,785.00	75 WKS 75 WKS
Irby	11187 830	4 5	N/Q N/Q	N/Q N/Q	N/A N/A
National Transformer	11187 830	4 5	N/Q N/Q	N/Q N/Q	N/A N/A
Sheally	11187 830	4 5	N/Q N/Q	N/Q N/Q	N/A N/A

^{*}Bids advertised 10/22/21



FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

DEPARTMENT:					
COUNCIL AGENDA D	ATE:				
BID NO.:	C	CONTRACT NO.:		DATE OPENE	ED:
DESCRIPTION:	_		,		
PURPOSE:					
FURFUSE.					
COMMENTS:					
RECOMMEND AWAR	D TO:			AMOUNT:	
JUSTIFICATION:					
A CCOLDITING LINET	A CCOLINIT	A CTIVITY	CATEC	ODV DI	IDCETED AMOUNT
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGO	JRY BO	UDGETED AMOUNT
	TOTAL BUI	DGETED AMOUNT			
DEPARTMENT HEAD	:		DA	ГЕ:	
The Purchasing Divisio award to the lowest res		nmendation submitted by bidder		ne amount of \$	and recommends
PURCHASING MANAG	GER:		DA	PE	
Approved for Submission to Co FINANCIAL SERVICE	ouncil S DIRECTOR:		DA ^r		
CITY MANAGER:			DA	ГЕ:	



City of High Point

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

Master

File Number: 2022-372

File ID: 2022-372 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract - KBS Earthworks Inc. - Upper Piedmont Lake Dredging & Dam Maintenance

City Council is requested to award a contract to KBS Earthworks, Inc. in the amount of \$384,377.50 for the removal of sediment within the Upper Piedmont Lake and restore the stormwater storage and collection capacity to its original design and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Notes:

Sponsors: Enactment Date:

Attachments: 8. Contract – KBS Earthworks Inc. - Upper Piedmont Enactment Number:

Lake Dredging & Dam Maintenance

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2022-372

CITY OF HIGH POINT AGENDA ITEM



Meeting Date: August 15, 2022

Title: Upper Piedmont Lake Dredging and Dam Maintenance, Bid 9002-080422

From: Robby Stone – Public Services Director

Allan Hicks – Projects Engineer

Public Hearing: N/A **Advertising Date:** July 13, 2022 **Advertised By:** Purchasing

Attachments: Attachment A – Exhibit Map

Attachment B – Certified Bid Tabulations

PURPOSE:

This project will remove sediment within the Upper Piedmont Lake which has accumulated since it was constructed. This project will restore the stormwater storage and collection capacity within the Upper Piedmont Lake to its original design.

BACKGROUND:

The Piedmont Lake and Upper Piedmont Lake Dam system was constructed in 1993. The linear system of lakes was designed to perform as stormwater retention and also as water quality devices for the City of High Point. The Upper Piedmont Lake is within the Deep River Tributary. It receives water from three streams and collects the sediment before it reaches the larger downstream lake systems.

Schnabel Engineering serves as the consulting engineer for this project. They estimate approximately 2,200 cubic yards of sediment will be removed during this project. Piedmont Lake's water elevation will be lowered approximately 6.0' to allow for sediment removal. Dependent on weather, the estimated completion timeframe for this project is approximately 42 calendar days.

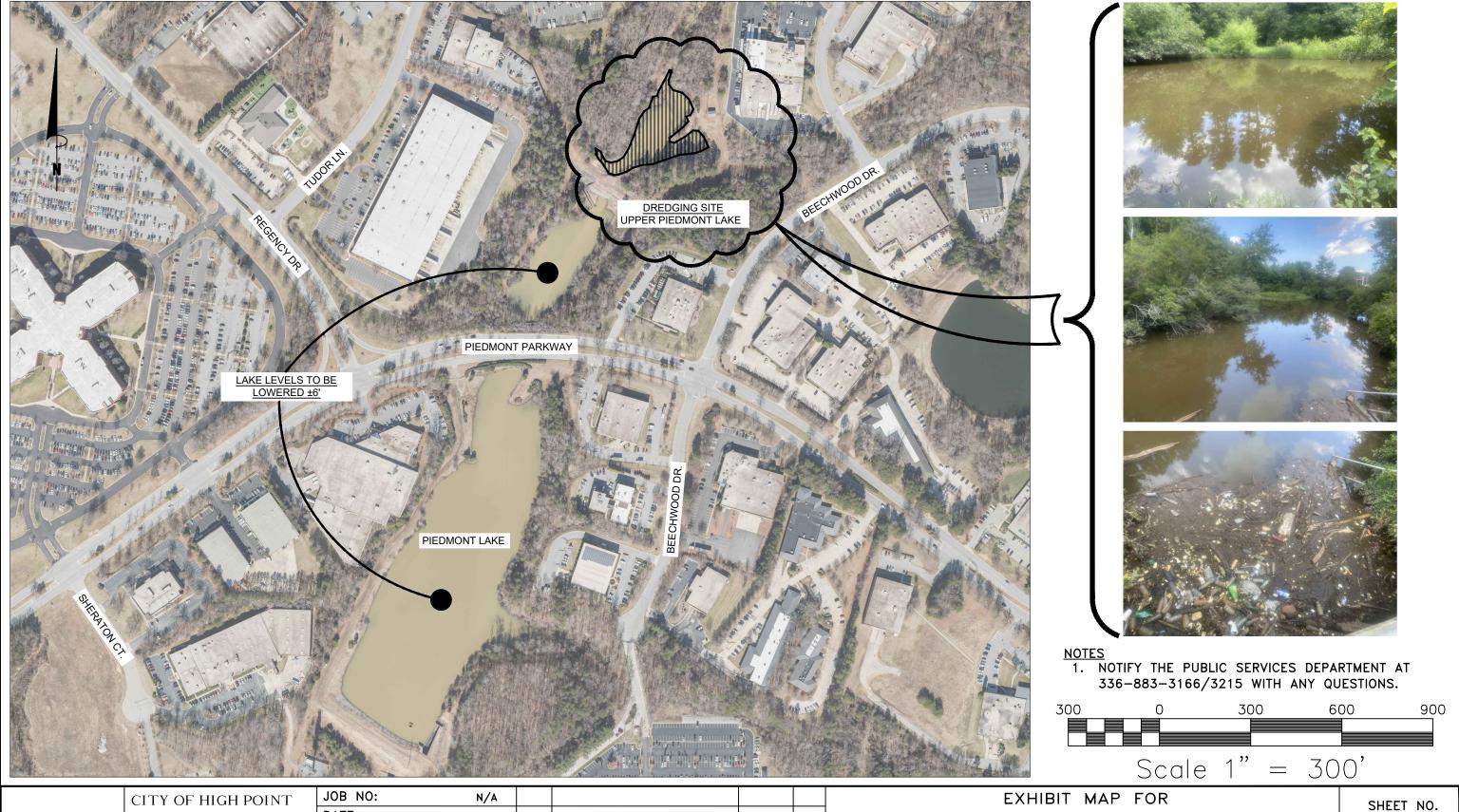
There was a total of three (3) bidders for the advertised project. KBS Earthworks Inc. was the lowest bidder when bids were opened on August 4, 2022. KBS Earthworks has experience in pond construction, grading, excavation, and environmental restoration projects. They are located in Julian, NC.

BUDGET IMPACT:

Funds for this project are available in the FY 2022-2023 budget

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to KBS Earthworks Inc. in the amount of \$384,377.50.





CITY OF HIGH POINT
PUBLIC SERVICES
DEPARTMENT

211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

JOB NO:	N/A				
DATE	AUGUST 4, 2022				
DESIGNED	CAH				
DRAWN	CAH				
CHECKED	•				
SCALE	AS SHOWN	BY	DESCRIPTION	DATE	REV.

UPPER PIEDMONT LAKE DREDGING AND DAM MAINTENANCE

NEAR 4239 PIEDMONT PARKWAY - HIGH POINT - GUILFORD COUNTY - N.C.

SHEET NO



DEPARTMENT RECOMMENDATION Informal Bid(s)

DEPARTMENT:				
BID #:		DATE OPI	ENED:	
DESCRIPTION:				
PURPOSE:				
COMMENTS:				
RECOMMEND AWARI	D TO:		AMOUNT	7:
JUSTIFICATION:	,			
A CCOLINITING LINET	ACCOLDIT	ACTIVITY	CATECORY	DUDGETED AMOUNT
ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
		TOT	 CAL BUDGETED AMOUNT	
DEPARTMENT HEAD:			DATE:	
PURCHASING MANAC	GER:		DATE:	
FINANCIAL SERVICES (\$30,000 - \$90,000)	S DIRECTOR:		DATE:	49



City of High Point

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

Master

File Number: 2022-374

File ID: 2022-374 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract-Sole Source - Penn Valley Pump, Co. Inc. - Eastside Primary Sludge
Pump

City Council is requested to award a sole source contract to Penn Valley Pump, Co. Inc. in the amount of \$38,929.00 for the sole source purchase of an additional 6-inch Penn Valley Double Disc Pump for the Eastside Wastewater Treatment Plant (WWTP).

Notes:

Sponsors: Enactment Date:

Attachments: 9. Contract-Sole Source – Penn Valley Pump, Co. Enactment Number:

Inc. - Eastside Primary Sludge Pump

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov Effective Date:

Related Files:

History of Legislative File

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

 sion:
 Date:

Text of Legislative File 2022-374

CITY OF HIGH POINT AGENDA ITEM



Title: Eastside Primary Sludge Pump

6 -Inch Penn Valley Double Disc Pump

From: Robby Stone – Public Services Director

Derrick Boone – Asst. Director Public Services

Public Hearing: No

Attachments: Attachment A – Quote

Attachment B- Sole Source Letter

Meeting Date: August 15, 2022

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

PURPOSE:

For the sole source purchase of an additional 6-inch Penn Valley Double Disc Pump for the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND:

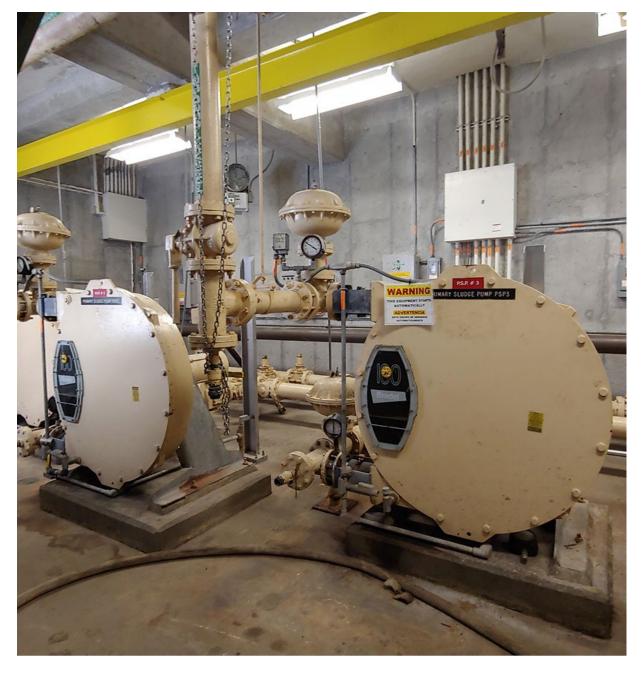
The Eastside WWTP originally had five Peristaltic Primary Sludge Pumps (PSPs). The peristaltic pumps have been costly to maintain and have difficulty handling the solids loading coming into the plant. The Eastside WWTP researched various types of pumps for handling high solids concentrations and determined that the double disc pump would be the most beneficial in pumping the sludge from the primary clarifiers. The double disc pump design requires minimal maintenance, less maintenance, and can pump greater than 5% solids. The Public Services Department has budgeted each year to replace one of the peristaltic pumps with a Penn Valley Double Disc Pump. Since FY 2019/2020, four pumps have been replaced, and this will now be the fifth and final pump to be changed out.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve a sole source purchase of \$38,929.00 to Penn Valley Pump, Co Inc.



Existing Primary Sludge Peristaltic Pumps



6" Penn Valley Double Disc Pump that has been installed in the Primary Clarifier Building



Penn Valley Pump Co., Inc.

998 Easton Road • Warrington, PA 18976 Ph: 215-343-8750 • Fax: 215-343-8753 www.pennvalleypump.com

October 11, 2021

Darrick Q. Boone Assistant Public Services Director City of High Point 211 S. Hamilton, Room 206 High Point, NC 27260

Subject: Sole Source Letter

Dear Mr. Boone,

We confirm that Penn Valley Pump Co. Inc., located at 998 Easton Road, Warrington, PA is the sole manufacturer for the patented Double Disc Pump technology. The pump is a reciprocating positive displacement pump design based on a non-captive, free-disc technology.

We are the only source provider for new equipment, factory authorized spare parts and repairs for such equipment.

The product is manufactured at our facility in Warrington, PA and all spare parts are kept on the shelf for immediate shipment.

We appreciate your consideration of the above. Please feel free to contact me should there be any questions or additional information be required.

Sincerely,

PENN VALLEY PUMP CO., INC.

ton Canglell

Preston Campbell Vice President – Sales

Cc: File



The World Leader in Free-Disc Pumping Technology



To: John Thomas, WWTP Superintendent
City of High Point
5898 Riverdale Drive
Jamestown, NC 27282

Date: 7/19/2022
Quote No: 22161
Project: Eastside WWTP
Quoted by: Les Burrage

Qty	Description	Unit Price	Total Price
	Application: Primary Sludge Transfer, up to 5% solids		
	Duty: 225GPM @ 50ft TDH		
	Suction: Assumed flooded (suction line conditions to be verified)		
	Note, Sludge pump replacement for Pump Number 3.		
1	6" Model 6DDSX107CNU-MK1 Penn Valley Double Disc Pump™ unit:	\$30,718.00	\$30,718.00
	 6" ASA/ANSI 150# flanged suction and discharge connections 		
	Cast iron housing and neoprene elastomers		
	 Maintain-in-place hinged housing design for ease of maintenance 		
	Two-piece swan neck design with full port rigid clack valve		
	• 10HP, 1160RPM 230-460/3/60 Severe duty, inverter ready motor		
	• 225RPM Max pump speed achieved with V-belt and pulley drive		
	 Suction and Discharge pulsation dampeners, Custom as per Drawing. 		
	304SS Welded base with OSHA approved guards and covers		
	Pump and dampeners coated with industrial primer and topcoat		
	Per drawing PVD769 Side motor mount. CUSTOM DRAWING		
1	Custom direct entry suction connection and 6" flanged spool section to match existing	\$605.00	\$605.00
	piping centerline height.		
1	4" flanged spool piece with approximately w/ 2.5" offset. (Length and offset to be	\$522.00	\$522.00
	confirmed by field measurement once pump in installed)		
1	Model PVP420VSM Suction vacuum switch assembly consisting of: 1" NPT SS316 sensor	\$1,368.00	\$1,368.00
	with EPDM sleeve, NEMA 4X adjustable switch w/ manual reset, set at 10" Hg and 4"		
	(30" Hg - 30psi) SS gauge. Mounts to top of dampener to provide indication of high		
	vacuum condition. (Must be wired back to controls shut pump down upon high pressure)		
1	Model PVP420PSM Discharge pressure switch assembly consisting of 1" NPT SS316	\$1,368.00	\$1,368.00
	sensor with EPDM sleeve, NEMA 4X adjustable switch w/ manual reset, set at 30psi and		
	4" (0-100psi) SS gauge. Mounts to top of dampener to provide protection against over		
	pressurization. (Must be wired back to controls shut pump down upon high pressure)		
1	PVP 759-4 GA Ludlow 4" flanged check valves with PVP custom spring assisted	\$2,093.00	\$2,093.00
	assembly, cast iron body		
1	Days of start-up and training services (one-trip)	\$1,400.00	\$1,400.00
1	Estimated transport to site. Estimated weight of shipment is 1,600 lbs.	\$855.00	\$855.00
		m	#20.020.00
		Total:	\$38,929.00



The World Leader in Free-Disc Pumping Technology



Commercial Information:

- 1. Shipment is 10 12 weeks after receipt of purchase order or approved submittals.
- 2. Submittals, if required, are 2-3 weeks after receipt of purchase order.
- 3. Freight terms are F.O.B. Factory, Warrington, PA with freight allowed to jobsite.
- 4. Terms are Net 30 days after receipt of invoice.
- 5. Quotation is valid for 120 days from date of issue.
- 6. Warranty is two (2) years from date of shipment for manufacturer's defects in materials and workmanship.

The following items have not been included:

- Installation
- Foundations, anchor bolts, grouting and foundation design
- Motor starters, Variable Frequency Drives (VFD's) or Controls



The World Leader in Free-Disc Pumping Technology



Design Notes

- <u>Suction Piping Design</u>: It is imperative that the application has a properly designed suction piping system based on the hydraulic conditions. The importance of a properly sized system cannot be over emphasized. Most pump operational problems and pump failures are created by improper suction line conditions. The length and diameter of the suction line along with the static suction conditions must be provided to ensure pump(s) are properly sized. The system must be designed for the maximum flow if multiple pumps will operate simultaneously through common suction piping. PVP will run the appropriate calculations and verify the application.
- <u>Piping:</u> All piping should be independently supported near the pump so that pipe strain will not be transmitted to the pump. The use of pipe hangers/supports must rigidly support and laterally brace the piping to prevent pipe movement. Adequate support and bracing close the pump is the best method to prevent pipe movement. We do <u>NOT</u> recommend the use of flexible connections/expansion joints on the suction and discharge connections of the pump. Our long-term experience has found these items do not reduce vibration, but rather can allow pipe movement since the connections are not rigid. To maximize the pump's "Maintain-in-Place" design the suction flange should be attached rigidly to the suction piping. The use of slip joints and mechanical pipe joining systems (i.e. Victaulic style) is also highly discouraged. These mechanical systems do not provide the same rigid connections as traditional flanged piping systems. These mechanical systems can be difficult to properly brace leading to pipe vibration issues. If mechanical piping joining systems will be used, the engineer, contractor or owner must ensure the manufacturer's installation method for *rigid pipe cutting* and coupling connections is strictly adhered to.
- <u>Check Valves:</u> The use of check valves is required when there are multiple double disc pumps connected to a common discharge line or the pump will be installed on a common discharge line with other styles of pumps. If a check valve is required for the application, we recommend an elastomer "swing-flex" style. The use of spring or weighted styles should be avoided as they can create vibration, create noise and can begin to leak at the shaft protrusion through the housing over time.
- Low or No Discharge Head: Very low or no discharge pressure applications (negative head, downhill flow) may require the introduction of artificial head to ensure proper pump operation and prevent siphoning. The creation of artificial head can be achieved by: 1) elevating discharge piping above suction source high liquid level elevation and installing anti-siphon valve, 2) installing a back-pressure valve as provided by PVP or 3) installing mechanically/pneumatically actuated pinch valves. PVP will verify the requirement for these devices based upon a review of the hydraulic conditions at time of quotation generation.
- Motors: Our standard motor is a Toshiba EQP Severe Duty NEMA Premium efficiency. This motor is inverter rated an exceeds NEMA MG31 Part 31 and suitable for 20:1 constant torque turndown range. Motor is suitable for Cl 1, Div 2 GRP A, B, C, D/Zone. Other motors and accessories are available such as: thermal overload, space heaters and motor shaft grounding rings.
- <u>Controls:</u> The double disc pump can be operated by a motor starter for constant speed applications or a variable frequency drive (VFD) for variable speed applications. If using a motor starter, we recommend a soft-start feature to allow the pump speed to ramp up to maximum operating speed to minimize start-up pressure spikes. This feature is especially important on long suction and/or discharge lines. If using a VFD (recommended option) the unit must be sized as heavy duty for <u>constant torque</u> applications. This may mean the horsepower of the VFD has to be one size larger than the motor size. A drive that is undersized may experience DC bus issues requiring the addition of dynamic braking resistors.
- <u>Vacuum and Pressure Switch/Gauge</u>: You will normally find these items are included in our quotation. The vacuum switch provides indication of a potential clogging issue that can be flushed or cleaned before it is too hard to remove. The discharge pressure switch is required (all positive displacement pumps require one) to prevent pump damage due to over pressurization if the pump is operated against a high pressure line, closed valve or clogged line.



City of High Point

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

Master

File Number: 2022-375

File ID: 2022-375 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

Enactment Number:

Effective Date:

File Name: Final Action:

Title: Contract-Sole Source - JWC Environmental - Westside (WWTP) Mechanical
Coarse Bar Screen

City Council is requested to award a sole source contract to JWC Environmental in the amount of \$147,565 for purchase of a replacement mechanical coarse bar screen at the

headworks of the Westside Wastewater Treatment Plant (WWTP).

Notes:

Sponsors: Enactment Date:

Attachments: 10. Contract-Sole Source – JWC Environmental –

Westside (WWTP) Mechanical Coarse Bar Screen

Contact Name: Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Related Files:

History of Legislative File

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

 sion:
 Date:

Text of Legislative File 2022-375

CITY OF HIGH POINT AGENDA ITEM



Title: Westside WWTP Mechanical Coarse Bar Screen

JWC Environmental

From: Robby Stone – Public Services Director

Derrick Boone - Asst. Director Public Services

Public Hearing: No

Attachments: Attachment A – Quote

Meeting Date: August 15, 2022

Advertising Date:
Advertised By:

N/A

N/A

PURPOSE:

For the sole source purchase of a replacement mechanical coarse bar screen at the headworks of the Westside Wastewater Treatment Plant.

BACKGROUND:

A mechanical coarse bar screen operates continuously removing rags, sticks, plastic, and other large items from raw wastewater, thereby preventing possible damage to the downstream influent pumps. The existing mechanical coarse bar screen was installed at the Westside WWTP as part of the phase I upgrade, which was completed in 2010. This is the only mechanical coarse bar screen at the Westside WWTP, and it has been rebuilt multiple times. The MCR (Monster Chain and Rake) Continuous Chain and Rake screen is an exact replacement of the existing mechanical coarse bar screen and will fit into the existing channel without any modifications. This purchase will allow the Westside WWTP to have a spare mechanical coarse bar screen available on site in the event there is a failure.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve a sole source purchase of \$147,565 (\$143,065 + \$4,500 shipping estimate) to JWC Environmental.



The existing mechanical coarse bar screen at the Westside WWTP being removed for maintenance.



A newer model of the MCR - Continuous Chain & Rake Screen



Quote #

59309RevA

JWC Environmental

2850 S. Red Hill Ave. Suite 125

Santa Ana, CA 92705 Phone: 949.833.3888 Toll Free: 800.331.2277

Fax: 714.242.0240

Page: 1

Please address Purchase Orders to:

JWC Environmental 2850 S. Red Hill Ave. Suite 125 Santa Ana, CA 92705 USA

Fax: 714.242.0240

To

City of High Point

Rep

Heyward NC

Phone

704-583-2305 ext 917

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project

High Point, NC

Bid Date

Quote Date

06/23/2022

Part/Description

FOB

Origin

Submittals

8 weeks after receipt of order

Expire Date

09/25/2022

Ship Equipment

18 weeks after approval/release

Terms

Net 30 Days

Consulting Engineer

Spec. Section

LINE ITEMS

Line No Qty

1	1	Screen System MCR (Monster Chain & Rake) Continuous Chain & Rake screen suitable for handling up to 30 mgd in a channel 6' wide X 8' deep with 16' discharge height. Scope of supply to include: * Bar rack with 1" clear spacing at 75° with stainless steel lifting rakes, XPFC 230-460v/3ph/60Hz main motor (1750 rpm) and reducer, 150mm pitch main chains with a breaking load of 16000 lbf ea, wiper, screenings discharge plate to an existing conveyor, assembly fasteners, 304L stainless steel general construction. With: * Motor space heater * Zero speed switch
2	3	O&M MANUALS HARD COPY
3	1	Start-up Assistance & Training 1 day by JWC factory trained personnel.
4	1	Warranty

Price

\$143,065.00

Clarification

1

5

1. See attached standard JWC Terms and Conditions of Purchase.

SHIPPING & HANDLING

Manufacturer's standard 1 year warranty.

Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.



Quote #

59309RevA

JWC Environmental

2850 S. Red Hill Ave. Suite 125

Santa Ana, CA 92705 Phone: 949.833.3888 Toll Free: 800.331.2277

Fax: 714.242.0240

Page: 3

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTAIL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) altorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above,



Quote #

59309RevA

JWC Environmental 2850 S. Red Hill Ave. Suite 125

Santa Ana, CA 92705 Phone: 949.833.3888 Toll Free: 800.331.2277

Fax: 714.242.0240

Page: 4

any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S DIFFERING FOR DUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

Financial Services			
Purchasing Division			



Requisition #	
---------------	--

Purchasing Division	PONE	
Requisition #	NORTH CAROLINA'S INTERNATIONAL CITY OF HIGH POINT	
(Fo	E SOURCE JUSTIFICATION FORM r Items Costing \$10,000.00 or More) utory Reference N.C.G.S. 143-129(e)6	
Vendor: JWC Environmental		
	and Rake) Continuous Chain Bar Screen	
Justification:		
servicing or repair, large debris	ar screen on site, and if the screen is taken offline for will pass through the system and possibly damage other areas of the treatment process.	
Estimated expenditure for the above item(s): \$143,065.00	
Accounting Unit and Account(s):	621753, 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.		
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 upplier of the material or service describe he material or service.	procurement be waived and that the vendor identified as the d in this sole source justification be authorized as a sole source for	
Department Head/Authorized Personnel Rok	oby D. Stone Digitally signed by Robby D. Stone Date: 2022.08.05 08:06:03 -04'00'	
Public Services - W	Vestside WWTP 8-5-2022	
APPROVAL PROCESS		
Purchasing Manager	Erik S. Conti Digitally signed by Erik S. Conti Date: 2022.08.05 09:16:20 -04'00'	
Financial Services Director	Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2022.08.05 10:21:08 -04'00'	
City Council (\$30,000 - Up)		

Purchasing Manager	Erik S. Conti	Digitally signed by Erik S. Conti Date: 2022.08.05 09:16:20 -04'00'
Financial Services Director	Bobby Fitzjohn	Digitally signed by Bobby Fitzjohn Date: 2022.08.05 10:21:08 -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: 2022-376

File ID: 2022-376 Type: Agreement Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Interlocal Agreement - City of Trinity - Westside Wastewater Treatment
Plant (WWTP)

City Council is requested to approve an interlocal agreement with the City of Trinity to direct wastewater flow to the Westside Wastewater Treatment Plant (WWTP).

Notes:

Sponsors: Enactment Date:

Attachments: 11. Interlocal Agreement – City of Trinity – Westside Enactment Number:

Wastewater Treatment Plant (WWTP)

Contact Name: Hearing Date:

Related Files:

History of Legislative File

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

 sion:
 Date:

Text of Legislative File 2022-376

CITY OF HIGH POINT AGENDA ITEM



Title: City of Trinity – Interlocal Agreement for Wastewater Treatment

From: Robby Stone – Public Services Director

Derrick Boone – Asst. Director Public Services

Meeting Date: August 15, 2022

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

Attachments: Attachment A – Interlocal Agreement

Attachment B – Municipal Wastewater Commodity Rate - Example

PURPOSE:

The City of Trinity desires to direct wastewater flow to the Westside Wastewater Treatment Plant (WWTP).

BACKGROUND:

Public Hearing: No

Trinity presented a request to utilize a discharge limit up to 1 million gallons per day (mgd) or 10 percent of the current Westside WWTP capacity. Trinity has agreed to provide a capital contribution of \$5.6M over twenty years to secure this capacity. In addition, Trinity will be responsible for maintaining their existing collection system including lift stations and lines. Trinity will install a meter for measuring wastewater flow that will be calibrated a minimum of two times each year. A usage cost for the operation and maintenance expenditures will be calculated annually and presented to Trinity. Trinity will participate in unexpected and unfunded repairs at the Westside WWTP as issues arise as well as their share of Capital Improvements to the WWTP. A list of Capital Improvement Plan costs will be shared with Trinity for informational and budgeting purposes. Fee and correctional mechanisms are in place to address surcharges in capacity, biological oxygen demand (BOD) and total suspended solids (TSS). Westside WWTP has enough capacity to support the requested service.

BUDGET IMPACT:

Operational processes will be billed monthly to the City of Trinity.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the Interlocal Agreement with the City of Trinity.

NORTH CAROLINA

INTERLOCAL AGREEMENT

GUILFORD COUNTY

FOR WASTEWATER TREATMENT

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between the CITY OF HIGH POINT, a North Carolina municipal corporation with a principal place of business located at 211 South Hamilton Street, High Point, NC ("High Point") and the CITY OF TRINITY, a North Carolina municipal corporation, with a principal place of business located at 5978 NC Highway 62, Trinity, NC ("Trinity") (High Point and Trinity hereinafter collectively referred to as the "Parties" and individually as the "Party").

WITNESSETH:

WHEREAS, High Point owns and operates the Westside Wastewater Treatment Plant, located at 1044 West Burton Road, Thomasville, NC 27360 ("Westside WWTP"), which the North Carolina Department of Environmental Quality Division of Water Resources ("NCDEQ") under the National Pollutant Discharge Elimination System has permitted capacity to accept and treat up to 10 million gallons per day ("MGD") of wastewater, ("NPDES Permit Number NC0024228"); and

WHEREAS, Trinity desires to utilize up to ten percent (10%) of the Westside WWTP permitted capacity, which is 1.0 MGD, and High Point is agreeable to allowing Trinity to use up to 1.0 MGD in exchange for Trinity paying certain capital and operational costs, as more particularly described below; and

WHEREAS, the Parties desire to set forth their agreement for such exchange; and WHEREAS, Part I of Article 20 of Chapter 160A of the North Carolina General Statutes,

as amended, authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the governing bodies of High Point and Trinity, finding that this Agreement is in the best interest of the Parties, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and,

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

- 1. <u>Discharge to Westside WWTP</u>. Trinity shall utilize up to 1.0 MGD of the permitted capacity of the Westside WWTP. Trinity's discharge to the High Point wastewater system shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to NCDEQ requirements and High Point's Code of Ordinances Title 8, Article B, as amended from time to time, and incorporated herein by reference ("High Point's Sewer Use Ordinance").
- 2. <u>Maintenance Standard.</u> Trinity shall be responsible for the maintenance of its wastewater lines and collection system up until the point of discharge to High Point's wastewater line at manhole number 21081. Trinity's maintenance shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to NCDEQ requirements and High Point's Sewer Use Ordinance.
- 3. <u>Measurement Standard and Sampling Location</u>. High Point's lab and its consultants shall determine the accepted data and measurement standard. Trinity shall provide a sampling location at the Steeplegate Pump Station, 7272 Tanner Court, Trinity, North Carolina

27370, for High Point to utilize to conduct routine sampling and monitoring of wastewater flow, as required by High Point's Sewer Use Ordinance.

- 4. Meter. Trinity shall be responsible to own and operate its meter, which includes engaging a third party to calibrate the meter at least every six (6) months. Trinity shall provide High Point advanced notice of each calibration, so that the calibration shall be conducted in the presence of representatives from both Trinity and High Point. Trinity shall then provide High Point a verification or report of the calibration. If there is an issue with the meter's operation or reading capability and there is no acceptable billing data available, High Point shall charge the full amount for the day(s) the meter cannot be read.
 - 5. <u>Payment for Discharge</u>. Trinity's payment for discharge shall be as follows:
 - (a) Initial Capital Contribution. The total principal payment is five million six hundred thousand dollars ("Initial Capital Contribution"). Upon execution of this Agreement, Trinity shall pay High Point a ten percent (10%) down payment of the Initial Capital Contribution, which is five-hundred and sixty thousand dollars (\$560,000.00). The remainder of the Initial Capital Contribution is to be paid on a monthly basis over a period of twenty (20) years, as described on **EXHIBIT A**, attached hereto and incorporated herein by reference. If Trinity elects to pay any portion of the Initial Capital Contribution early, there shall be no early payment penalty.
 - **(b)** Usage Cost. On or before the first day of February each year, High Point shall provide to Trinity an adjusted commodity rate. Hight Point shall determine the actual costs expended for the operation and maintenance of Westside WWTP during the preceding fiscal year. High Point shall determine the amount of

wastewater discharged to the Westside WWTP by Trinity during the preceding fiscal year. High Point shall then allocate the total related expenditures, calculated as described above, among Trinity and High Point in direct proportion to the wastewater discharged into High Point's system during the preceding fiscal year. The usage charge to Trinity shall be adjusted annually based on cost figures as set forth above.

- **(c) Administrative, Sampling, and Testing Costs.** Trinity shall pay an administrative cost of seventy-five dollars (\$75.00) per month, plus the actual cost for sampling and testing of biochemical oxygen demand ("BOD") and total suspended solids ("TSS").
- (d) Repair Cost. In the event there is an unexpected and unfunded repair needed to the Westside WWTP, High Point shall notify Trinity, and Trinity shall pay ten percent (10%) of the actual total cost for the repair.
- (e) Capital Improvement Plan Cost. On or before the first day of February each year, High Point shall provide to Trinity a copy of its capital improvement plan ("CIP"), for informational and budgeting purposes only, as the CIP may change. Trinity shall be responsible for ten percent (10%) of the actual CIP cost(s). If actual CIP costs exceed the projected amount, the Parties shall meet to negotiate any material differences. The CIP cost(s) shall be due to High Point upon completion of the CIP project.

6. <u>Surcharges</u>.

(a) Surcharge for Overage. If Trinity exceeds its 1.0 MGD utilization of the permitted capacity of the Westside WWTP, for flow exceeding 1.0 MGD, per

billing day, it shall be charged the Outside Rate, as defined on the High Point Comprehensive Fee Schedule, as amended from time to time, and incorporated herein by reference.

- **(b) Surcharge for BOD or TSS.** If Trinity's discharge exceeds adopted BOD and TSS levels, it shall be charged the applicable surcharge as defined in High Point's Sewer Use Ordinance.
- 7. Monthly Invoice and Late Payment. High Point shall provide a monthly invoice to Trinity. Payment shall be due within thirty (30) days of the invoice date. Payment received more than thirty (30) days from the invoice date will result in a ten percent (10%) penalty being assessed, calculated on the invoice amount. If payment is received more than ninety (90) days from the invoice date, High Point may charge the then current Outside Rate, as defined on the High Point Comprehensive Fee Schedule, as amended from time to time, and incorporated herein by reference, for the total flow used by Trinity for the unpaid time period until paid in full. If there is an invoice dispute between the Parties, and the Parties cannot resolve it within ninety (90) days of invoice date, the Parties shall enter into non-binding mediation prior to initiating any remedies at law.
- 8. <u>Inflow and Infiltration Study.</u> If the wet weather flow from the Trinity force main exceeds a peaking factor of four (4), Trinity shall perform an inflow and infiltration study ("I&I Study"). Within six (6) months of completion of the I&I Study, Trinity shall provide to High Point a proposal and schedule to reduce the inflow and infiltration to an acceptable peaking factor. Within twenty-four (24) months of completion of the I&I Study, Trinity shall have addressed any recommendations from the I&I Study.
 - 9. <u>Periodic Review</u>. The Parties shall conduct a periodic review of this Agreement on

an annual basis. If a material change in circumstances is identified, the Parties shall negotiate in good faith related to the change and amend this Agreement as necessary.

- 10. <u>Change in Circumstances</u>. In the event there is a change in environmental laws or regulations, NCDEQ requires the Westside WWTP to be upgraded, or High Point determines the need for an upgrade to the facility, Trinity shall pay ten percent (10%) of the actual cost paid by High Point. The actual cost paid by High Point shall reflect any applicable reduction due to funds received from another source.
- 11. <u>Additional Capacity</u>. In the event High Point decides to increase the capacity of the Westside WWTP, Trinity shall have a right of first refusal to utilize ten percent (10%) percent of the additional capacity, or to negotiate for a greater amount of capacity, and the Parties shall amend this Agreement accordingly.
- 12. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a term of twenty (20) years ("Initial Term"). This Agreement may be renewed for additional ten (10) year terms, if agreed to by the Parties in writing ("Renewal Term"). During any Renewal Term, the Initial Capital Contribution as defined above shall already be paid in full, and therefore no longer due to High Point under this Agreement.
- 13. <u>Termination</u>. This Agreement may be terminated for convenience by either Party with at least two (2) years advanced written notice. If Trinity terminates this contract before the end of the Initial Term, the Initial Capital Contribution shall be due and paid in full before this Agreement terminates.
- 14. <u>Relationship Between the Parties</u>. This Agreement shall not under any circumstances be construed to make High Point and Trinity partners, joint venturers, or Parties to similar relationships with each other.

15. <u>Notice</u>. All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective Parties as follows:

TRINITY:

City Manager City of Trinity P.O. Box 50 5978 NC Highway 62 Trinity, NC 27370

HIGH POINT:

Public Services Director Public Services Department P. O. Box 230 High Point, NC 27261

With a copy to:

City Attorney's Office City of High Point P.O. Box 230 High Point, NC 27261

or to such other addresses as either Party shall subsequently designate by notice given in accordance with this section.

- 16. <u>Modification, Severability, No Waiver</u>. This Agreement may be modified or amended only by the written mutual consent of both Parties. The invalidity of one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.
 - 17. Governing Law and Venue. This Agreement shall be governed by and construed

in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law). Any disputes, controversies, or claims arising out of this Agreement shall first be subject to non-binding mediation, with mediation costs shared equally by the Parties. Any disputes, controversies, or claims arising out of this Agreement that are unable to be resolved in mediation shall be brought in Guilford County, North Carolina.

18. <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the Parties. Facsimile and electronic signatures shall be deemed as effective as original signatures.

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

[SEPARATE SIGNATURE PAGES TO FOLLOW]

CITY OF TRINITY

	By:	
ATTEST:	·	Richard McNabb, Mayor
Darien Comer, Interim City Clerk		
APPROVED AS TO FORM:		
Robert Wilhoit, City Attorney		
PRE-AUDIT CERTIFICATION		
This instrument has been pre-audited i and Fiscal Control Act.	n the manner require	ed by the Local Government Budget
Crystal Postell, Finance Director		

CITY OF HIGH POINT

	By:
ATTEST:	Jay W. Wagner, Mayor
Mary Brooks, Interim City Clerk	
APPROVED AS TO FORM:	
JoAnne Carlyle, City Attorney	
PRE-AUDIT CERTIFICATION	
This instrument has been pre-audited and Fiscal Control Act.	in the manner required by the Local Government Budget
Bobby Fitzjohn, Finance Director	

Exhibit A

[INSERT PAYMENT SCHEDULE]

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
1	\$30,541.41	\$13,741.41	\$16,800.00	\$5,026,258.59
2	\$30,541.41	\$13,787.21	\$16,754.20	\$5,012,471.38
3	\$30,541.41	\$13,833.17	\$16,708.24	\$4,998,638.21
4	\$30,541.41	\$13,879.28	\$16,662.13	\$4,984,758.93
5	\$30,541.41	\$13,925.55	\$16,615.86	\$4,970,833.38
6	\$30,541.41	\$13,971.96	\$16,569.44	\$4,956,861.42
7	\$30,541.41	\$14,018.54	\$16,522.87	\$4,942,842.88
8	\$30,541.41	\$14,065.27	\$16,476.14	\$4,928,777.61
9	\$30,541.41	\$14,112.15	\$16,429.26	\$4,914,665.46
10	\$30,541.41	\$14,159.19	\$16,382.22	\$4,900,506.27
11	\$30,541.41	\$14,206.39	\$16,335.02	\$4,886,299.89
12	\$30,541.41	\$14,253.74	\$16,287.67	\$4,872,046.14
13	\$30,541.41	\$14,301.25	\$16,240.15	\$4,857,744.89
14	\$30,541.41	\$14,348.93	\$16,192.48	\$4,843,395.96
15	\$30,541.41	\$14,396.76	\$16,144.65	\$4,828,999.21
16	\$30,541.41	\$14,444.74	\$16,096.66	\$4,814,554.46
17	\$30,541.41	\$14,492.89	\$16,048.51	\$4,800,061.57
18	\$30,541.41	\$14,541.20	\$16,000.21	\$4,785,520.37
19	\$30,541.41	\$14,589.67	\$15,951.73	\$4,770,930.69
20	\$30,541.41	\$14,638.31	\$15,903.10	\$4,756,292.39
21	\$30,541.41	\$14,687.10	\$15,854.31	\$4,741,605.29
22	\$30,541.41	\$14,736.06	\$15,805.35	\$4,726,869.23
23	\$30,541.41	\$14,785.18	\$15,756.23	\$4,712,084.05
24	\$30,541.41	\$14,834.46	\$15,706.95	\$4,697,249.59
25	\$30,541.41	\$14,883.91	\$15,657.50	\$4,682,365.68
26	\$30,541.41	\$14,933.52	\$15,607.89	\$4,667,432.15
27	\$30,541.41	\$14,983.30	\$15,558.11	\$4,652,448.85
28	\$30,541.41	\$15,033.25	\$15,508.16	\$4,637,415.61
29	\$30,541.41	\$15,083.36	\$15,458.05	\$4,622,332.25
30	\$30,541.41	\$15,133.63	\$15,407.77	\$4,607,198.62
31	\$30,541.41	\$15,184.08	\$15,357.33	\$4,592,014.54
32	\$30,541.41	\$15,234.69	\$15,306.72	\$4,576,779.84
33	\$30,541.41	\$15,285.48	\$15,255.93	\$4,561,494.37
34	\$30,541.41	\$15,336.43	\$15,204.98	\$4,546,157.94
35	\$30,541.41	\$15,387.55	\$15,153.86	\$4,530,770.39
36	\$30,541.41	\$15,438.84	\$15,102.57	\$4,515,331.55
37	\$30,541.41	\$15,490.30	\$15,051.11	\$4,499,841.25
38	\$30,541.41	\$15,541.94	\$14,999.47	\$4,484,299.31
39	\$30,541.41	\$15,593.74	\$14,947.66	\$4,468,705.57
40	\$30,541.41	\$15,645.72	\$14,895.69	\$4,453,059.84
41	\$30,541.41	\$15,697.88	\$14,843.53	\$4,437,361.97
42	\$30,541.41	\$15,750.20	\$14,791.21	\$4,421,611.76
43	\$30,541.41	\$15,802.70	\$14,738.71	\$4,405,809.06
44	\$30,541.41	\$15,855.38	\$14,686.03	\$4,389,953.68

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
45	\$30,541.41	\$15,908.23	\$14,633.18	\$4,374,045.45
46	\$30,541.41	\$15,961.26	\$14,580.15	\$4,358,084.20
47	\$30,541.41	\$16,014.46	\$14,526.95	\$4,342,069.74
48	\$30,541.41	\$16,067.84	\$14,473.57	\$4,326,001.89
49	\$30,541.41	\$16,121.40	\$14,420.01	\$4,309,880.49
50	\$30,541.41	\$16,175.14	\$14,366.27	\$4,293,705.35
51	\$30,541.41	\$16,229.06	\$14,312.35	\$4,277,476.29
52	\$30,541.41	\$16,283.15	\$14,258.25	\$4,261,193.14
53	\$30,541.41	\$16,337.43	\$14,203.98	\$4,244,855.71
54	\$30,541.41	\$16,391.89	\$14,149.52	\$4,228,463.82
55	\$30,541.41	\$16,446.53	\$14,094.88	\$4,212,017.29
56	\$30,541.41	\$16,501.35	\$14,040.06	\$4,195,515.94
57	\$30,541.41	\$16,556.36	\$13,985.05	\$4,178,959.58
58	\$30,541.41	\$16,611.54	\$13,929.87	\$4,162,348.04
59	\$30,541.41	\$16,666.92	\$13,874.49	\$4,145,681.12
60	\$30,541.41	\$16,722.47	\$13,818.94	\$4,128,958.65
61	\$30,541.41	\$16,778.21	\$13,763.20	\$4,112,180.44
62	\$30,541.41	\$16,834.14	\$13,707.27	\$4,095,346.30
63	\$30,541.41	\$16,890.25	\$13,651.15	\$4,078,456.04
64	\$30,541.41	\$16,946.56	\$13,594.85	\$4,061,509.49
65	\$30,541.41	\$17,003.04	\$13,538.36	\$4,044,506.44
66	\$30,541.41	\$17,059.72	\$13,481.69	\$4,027,446.72
67	\$30,541.41	\$17,116.59	\$13,424.82	\$4,010,330.14
68	\$30,541.41	\$17,173.64	\$13,367.77	\$3,993,156.50
69	\$30,541.41	\$17,230.89	\$13,310.52	\$3,975,925.61
70	\$30,541.41	\$17,288.32	\$13,253.09	\$3,958,637.29
71	\$30,541.41	\$17,345.95	\$13,195.46	\$3,941,291.34
72	\$30,541.41	\$17,403.77	\$13,137.64	\$3,923,887.56
73	\$30,541.41	\$17,461.78	\$13,079.63	\$3,906,425.78
74	\$30,541.41	\$17,519.99	\$13,021.42	\$3,888,905.79
75	\$30,541.41	\$17,578.39	\$12,963.02	\$3,871,327.40
76	\$30,541.41	\$17,636.98	\$12,904.42	\$3,853,690.42
77	\$30,541.41	\$17,695.77	\$12,845.63	\$3,835,994.64
78	\$30,541.41	\$17,754.76	\$12,786.65	\$3,818,239.89
79	\$30,541.41	\$17,813.94	\$12,727.47	\$3,800,425.94
80	\$30,541.41	\$17,873.32	\$12,668.09	\$3,782,552.62
81	\$30,541.41	\$17,932.90	\$12,608.51	\$3,764,619.72
82	\$30,541.41	\$17,992.68	\$12,548.73	\$3,746,627.04
83	\$30,541.41	\$18,052.65	\$12,488.76	\$3,728,574.39
84	\$30,541.41	\$18,112.83	\$12,428.58	\$3,710,461.57
85	\$30,541.41	\$18,173.20	\$12,368.21	\$3,692,288.36
86	\$30,541.41	\$18,233.78	\$12,307.63	\$3,674,054.58
87	\$30,541.41	\$18,294.56	\$12,246.85	\$3,655,760.02
88	\$30,541.41	\$18,355.54	\$12,185.87	\$3,637,404.48

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
89	\$30,541.41	\$18,416.73	\$12,124.68	\$3,618,987.75
90	\$30,541.41	\$18,478.12	\$12,063.29	\$3,600,509.64
91	\$30,541.41	\$18,539.71	\$12,001.70	\$3,581,969.93
92	\$30,541.41	\$18,601.51	\$11,939.90	\$3,563,368.42
93	\$30,541.41	\$18,663.51	\$11,877.89	\$3,544,704.90
94	\$30,541.41	\$18,725.73	\$11,815.68	\$3,525,979.18
95	\$30,541.41	\$18,788.14	\$11,753.26	\$3,507,191.03
96	\$30,541.41	\$18,850.77	\$11,690.64	\$3,488,340.26
97	\$30,541.41	\$18,913.61	\$11,627.80	\$3,469,426.65
98	\$30,541.41	\$18,976.65	\$11,564.76	\$3,450,450.00
99	\$30,541.41	\$19,039.91	\$11,501.50	\$3,431,410.09
100	\$30,541.41	\$19,103.37	\$11,438.03	\$3,412,306.72
101	\$30,541.41	\$19,167.05	\$11,374.36	\$3,393,139.66
102	\$30,541.41	\$19,230.94	\$11,310.47	\$3,373,908.72
103	\$30,541.41	\$19,295.05	\$11,246.36	\$3,354,613.68
104	\$30,541.41	\$19,359.36	\$11,182.05	\$3,335,254.31
105	\$30,541.41	\$19,423.89	\$11,117.51	\$3,315,830.42
106	\$30,541.41	\$19,488.64	\$11,052.77	\$3,296,341.78
107	\$30,541.41	\$19,553.60	\$10,987.81	\$3,276,788.17
108	\$30,541.41	\$19,618.78	\$10,922.63	\$3,257,169.39
109	\$30,541.41	\$19,684.18	\$10,857.23	\$3,237,485.22
110	\$30,541.41	\$19,749.79	\$10,791.62	\$3,217,735.43
111	\$30,541.41	\$19,815.62	\$10,725.78	\$3,197,919.80
112	\$30,541.41	\$19,881.68	\$10,659.73	\$3,178,038.13
113	\$30,541.41	\$19,947.95	\$10,593.46	\$3,158,090.18
114	\$30,541.41	\$20,014.44	\$10,526.97	\$3,138,075.74
115	\$30,541.41	\$20,081.16	\$10,460.25	\$3,117,994.58
116	\$30,541.41	\$20,148.09	\$10,393.32	\$3,097,846.49
117	\$30,541.41	\$20,215.25	\$10,326.15	\$3,077,631.23
118	\$30,541.41	\$20,282.64	\$10,258.77	\$3,057,348.59
119	\$30,541.41	\$20,350.25	\$10,191.16	\$3,036,998.35
120	\$30,541.41	\$20,418.08	\$10,123.33	\$3,016,580.27
121	\$30,541.41	\$20,486.14	\$10,055.27	\$2,996,094.13
122	\$30,541.41	\$20,554.43	\$9,986.98	\$2,975,539.70
123	\$30,541.41	\$20,622.94	\$9,918.47	\$2,954,916.76
124	\$30,541.41	\$20,691.69	\$9,849.72	\$2,934,225.07
125	\$30,541.41	\$20,760.66	\$9,780.75	\$2,913,464.41
126	\$30,541.41	\$20,829.86	\$9,711.55	\$2,892,634.55
127	\$30,541.41	\$20,899.29	\$9,642.12	\$2,871,735.26
128	\$30,541.41	\$20,968.96	\$9,572.45	\$2,850,766.30
129	\$30,541.41	\$21,038.85	\$9,502.55	\$2,829,727.44
130	\$30,541.41	\$21,108.98	\$9,432.42	\$2,808,618.46
131	\$30,541.41	\$21,179.35	\$9,362.06	\$2,787,439.11
132	\$30,541.41	\$21,249.94	\$9,291.46	\$2,766,189.17

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
133	\$30,541.41	\$21,320.78	\$9,220.63	\$2,744,868.39
134	\$30,541.41	\$21,391.85	\$9,149.56	\$2,723,476.54
135	\$30,541.41	\$21,463.15	\$9,078.26	\$2,702,013.39
136	\$30,541.41	\$21,534.70	\$9,006.71	\$2,680,478.69
137	\$30,541.41	\$21,606.48	\$8,934.93	\$2,658,872.21
138	\$30,541.41	\$21,678.50	\$8,862.91	\$2,637,193.71
139	\$30,541.41	\$21,750.76	\$8,790.65	\$2,615,442.95
140	\$30,541.41	\$21,823.27	\$8,718.14	\$2,593,619.68
141	\$30,541.41	\$21,896.01	\$8,645.40	\$2,571,723.67
142	\$30,541.41	\$21,969.00	\$8,572.41	\$2,549,754.68
143	\$30,541.41	\$22,042.23	\$8,499.18	\$2,527,712.45
144	\$30,541.41	\$22,115.70	\$8,425.71	\$2,505,596.75
145	\$30,541.41	\$22,189.42	\$8,351.99	\$2,483,407.33
146	\$30,541.41	\$22,263.38	\$8,278.02	\$2,461,143.95
147	\$30,541.41	\$22,337.60	\$8,203.81	\$2,438,806.35
148	\$30,541.41	\$22,412.05	\$8,129.35	\$2,416,394.30
149	\$30,541.41	\$22,486.76	\$8,054.65	\$2,393,907.54
150	\$30,541.41	\$22,561.72	\$7,979.69	\$2,371,345.82
151	\$30,541.41	\$22,636.92	\$7,904.49	\$2,348,708.90
152	\$30,541.41	\$22,712.38	\$7,829.03	\$2,325,996.52
153	\$30,541.41	\$22,788.09	\$7,753.32	\$2,303,208.43
154	\$30,541.41	\$22,864.05	\$7,677.36	\$2,280,344.38
155	\$30,541.41	\$22,940.26	\$7,601.15	\$2,257,404.12
156	\$30,541.41	\$23,016.73	\$7,524.68	\$2,234,387.40
157	\$30,541.41	\$23,093.45	\$7,447.96	\$2,211,293.95
158	\$30,541.41	\$23,170.43	\$7,370.98	\$2,188,123.52
159	\$30,541.41	\$23,247.66	\$7,293.75	\$2,164,875.85
160	\$30,541.41	\$23,325.16	\$7,216.25	\$2,141,550.70
161	\$30,541.41	\$23,402.91	\$7,138.50	\$2,118,147.79
162	\$30,541.41	\$23,480.92	\$7,060.49	\$2,094,666.88
163	\$30,541.41	\$23,559.19	\$6,982.22	\$2,071,107.69
164	\$30,541.41	\$23,637.72	\$6,903.69	\$2,047,469.97
165	\$30,541.41	\$23,716.51	\$6,824.90	\$2,023,753.46
166	\$30,541.41	\$23,795.56	\$6,745.84	\$1,999,957.90
167	\$30,541.41	\$23,874.88	\$6,666.53	\$1,976,083.02
168	\$30,541.41	\$23,954.47	\$6,586.94	\$1,952,128.55
169	\$30,541.41	\$24,034.31	\$6,507.10	\$1,928,094.24
170	\$30,541.41	\$24,114.43	\$6,426.98	\$1,903,979.81
171	\$30,541.41	\$24,194.81	\$6,346.60	\$1,879,785.00
172	\$30,541.41	\$24,275.46	\$6,265.95	\$1,855,509.54
173	\$30,541.41	\$24,356.38	\$6,185.03	\$1,831,153.17
174	\$30,541.41	\$24,437.56	\$6,103.84	\$1,806,715.60
175	\$30,541.41	\$24,519.02	\$6,022.39	\$1,782,196.58
176	\$30,541.41	\$24,600.75	\$5,940.66	\$1,757,595.83

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
177	\$30,541.41	\$24,682.76	\$5,858.65	\$1,732,913.07
178	\$30,541.41	\$24,765.03	\$5,776.38	\$1,708,148.04
179	\$30,541.41	\$24,847.58	\$5,693.83	\$1,683,300.46
180	\$30,541.41	\$24,930.41	\$5,611.00	\$1,658,370.05
181	\$30,541.41	\$25,013.51	\$5,527.90	\$1,633,356.54
182	\$30,541.41	\$25,096.89	\$5,444.52	\$1,608,259.65
183	\$30,541.41	\$25,180.54	\$5,360.87	\$1,583,079.11
184	\$30,541.41	\$25,264.48	\$5,276.93	\$1,557,814.63
185	\$30,541.41	\$25,348.69	\$5,192.72	\$1,532,465.94
186	\$30,541.41	\$25,433.19	\$5,108.22	\$1,507,032.75
187	\$30,541.41	\$25,517.97	\$5,023.44	\$1,481,514.79
188	\$30,541.41	\$25,603.03	\$4,938.38	\$1,455,911.76
189	\$30,541.41	\$25,688.37	\$4,853.04	\$1,430,223.39
190	\$30,541.41	\$25,774.00	\$4,767.41	\$1,404,449.39
191	\$30,541.41	\$25,859.91	\$4,681.50	\$1,378,589.48
192	\$30,541.41	\$25,946.11	\$4,595.30	\$1,352,643.37
193	\$30,541.41	\$26,032.60	\$4,508.81	\$1,326,610.77
194	\$30,541.41	\$26,119.37	\$4,422.04	\$1,300,491.40
195	\$30,541.41	\$26,206.44	\$4,334.97	\$1,274,284.96
196	\$30,541.41	\$26,293.79	\$4,247.62	\$1,247,991.17
197	\$30,541.41	\$26,381.44	\$4,159.97	\$1,221,609.73
198	\$30,541.41	\$26,469.38	\$4,072.03	\$1,195,140.36
199	\$30,541.41	\$26,557.61	\$3,983.80	\$1,168,582.75
200	\$30,541.41	\$26,646.13	\$3,895.28	\$1,141,936.62
201	\$30,541.41	\$26,734.95	\$3,806.46	\$1,115,201.66
202	\$30,541.41	\$26,824.07	\$3,717.34	\$1,088,377.59
203	\$30,541.41	\$26,913.48	\$3,627.93	\$1,061,464.11
204	\$30,541.41	\$27,003.19	\$3,538.21	\$1,034,460.92
205	\$30,541.41	\$27,093.21	\$3,448.20	\$1,007,367.71
206	\$30,541.41	\$27,183.52	\$3,357.89	\$980,184.19
207	\$30,541.41	\$27,274.13	\$3,267.28	\$952,910.07
208	\$30,541.41	\$27,365.04	\$3,176.37	\$925,545.03
209	\$30,541.41	\$27,456.26	\$3,085.15	\$898,088.77
210	\$30,541.41	\$27,547.78	\$2,993.63	\$870,540.99
211	\$30,541.41	\$27,639.61	\$2,901.80	\$842,901.38
212	\$30,541.41	\$27,731.74	\$2,809.67	\$815,169.64
213	\$30,541.41	\$27,824.18	\$2,717.23	\$787,345.47
214	\$30,541.41	\$27,916.92	\$2,624.48	\$759,428.54
215	\$30,541.41	\$28,009.98	\$2,531.43	\$731,418.56
216	\$30,541.41	\$28,103.35	\$2,438.06	\$703,315.22
217	\$30,541.41	\$28,197.02	\$2,344.38	\$675,118.19
218	\$30,541.41	\$28,291.01	\$2,250.39	\$646,827.18
219	\$30,541.41	\$28,385.32	\$2,156.09	\$618,441.86
220	\$30,541.41	\$28,479.94	\$2,061.47	\$589,961.92

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
221	\$30,541.41	\$28,574.87	\$1,966.54	\$561,387.06
222	\$30,541.41	\$28,670.12	\$1,871.29	\$532,716.94
223	\$30,541.41	\$28,765.69	\$1,775.72	\$503,951.25
224	\$30,541.41	\$28,861.57	\$1,679.84	\$475,089.68
225	\$30,541.41	\$28,957.78	\$1,583.63	\$446,131.90
226	\$30,541.41	\$29,054.30	\$1,487.11	\$417,077.60
227	\$30,541.41	\$29,151.15	\$1,390.26	\$387,926.45
228	\$30,541.41	\$29,248.32	\$1,293.09	\$358,678.13
229	\$30,541.41	\$29,345.81	\$1,195.59	\$329,332.32
230	\$30,541.41	\$29,443.63	\$1,097.77	\$299,888.68
231	\$30,541.41	\$29,541.78	\$999.63	\$270,346.90
232	\$30,541.41	\$29,640.25	\$901.16	\$240,706.65
233	\$30,541.41	\$29,739.05	\$802.36	\$210,967.60
234	\$30,541.41	\$29,838.18	\$703.23	\$181,129.41
235	\$30,541.41	\$29,937.64	\$603.76	\$151,191.77
236	\$30,541.41	\$30,037.44	\$503.97	\$121,154.34
237	\$30,541.41	\$30,137.56	\$403.85	\$91,016.77
238	\$30,541.41	\$30,238.02	\$303.39	\$60,778.75
239	\$30,541.41	\$30,338.81	\$202.60	\$30,439.94
240	\$30,541.41	\$30,439.94	\$101.47	(\$0.00)
_	\$7,329,938.06	\$5,040,000.00	\$2,289,938.06	

Total

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR WASTERWATER TREATMENT FOR THE CITY OF TRINITY

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

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

WHEREAS, High Point owns and operates the Westside Wastewater Treatment Plant, located at 1044 West Burton Road, Thomasville, NC 27360 ("Westside WWTP"), which the North Carolina Department of Environmental Quality Division of Water Resources, under the National Pollutant Discharge Elimination System, has permitted capacity to accept and treat up to 10 million gallons per day ("MGD") of wastewater; and

WHEREAS, Trinity desires to utilize up to 1.0 MGD of the Westside WWTP permitted capacity, and High Point is agreeable to allowing Trinity to use up to 1.0 MGD; and

WHEREAS, the City and Trinity have agreed to cooperate with each other for the City's provision of wastewater treatment services for the territorial jurisdiction of Trinity; and

WHEREAS, the City finds that it is in the best interest to the public safety and welfare of its citizens to enter into an interlocal agreement with Trinity for the provision of wastewater treatment services for the territorial jurisdiction of Trinity.

THEREFORE, BE IT RESOLIVED that the High Point City Council hereby approves an Interlocal Agreement between the City and Trinity for the provision of wastewater treatment services within the territorial jurisdiction of Trinity.

Adopted this the 15th day of August, 2022.

ATTEST:	Jay W. Wagner, Mayor		
Mary Brooks			



City of High Point

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

Master

File Number: 2022-377

File ID: 2022-377 Type: Contract Status: To Be Introduced

Version: 1 Reference: In Control: City Council

File Created: 08/09/2022

File Name: Final Action:

Title: Contract - CIGNA Renewal - Employee Health/Dental Care

City Council is requested to authorize the City Manager to execute a twelve (12) month contract with CIGNA Healthcare for health and dental care coverage for City employees effective January 1, 2023 - December 31, 2023.

Notes:

Sponsors: Enactment Date:

Attachments: 12. Contract – CIGNA Healthcare – City of High Point Enactment Number:

- Employee Healthcare Coverage

Contact Name: Hearing Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2022-377

CITY OF HIGH POINT AGENDA ITEM



Title: Cigna Contract Renewal – Employee Health Care

From: Angela Kirkwood, Director of Human Resources Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date
Advertised By:

N/A

Attachments: Cigna Healthcare Contract

PURPOSE:

Renew the contract between Cigna Healthcare and the of City of High Point for city employee's healthcare coverage plan year of January 1, 2023, to December 31, 2023.

BACKGROUND:

The City of High Point offers healthcare coverage to its employees that include medical and dental care products. The plan year runs from January 1st to December 31st. At the Finance Committee Meeting on Thursday, August 11, 2022, Mark Browder of Mark III Employee Benefits, briefed the City Council on the Medical Plan and Dental Plan Renewal options.

Cigna Healthcare medical costs increased by 6.10 %. The annual costs are \$20,361,200. There is also a 6.10% increase in the Cigna's dental coverage, and the annual cost are \$1,214,447. Staff will initiate conversations with healthcare providers during the first quarter of 2023, and present options to City Council in the Summer for the January 1, 2024, to December 31, 2024, plan year.

BUDGET IMPACT:

Funds for healthcare coverage for City of High Point employees are included in the FY 2022-23 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. Contract will be effective January 1, 2023, to December 31, 2023.