

City of High Point

*Municipal Office Building
211 South Hamilton Street
High Point, NC 27261*



Meeting Agenda

Monday, November 7, 2016

5:30 PM

Council Chambers

City Council

*William S. Bencini, Jr., Mayor
Jeffrey J. Golden, Mayor Pro Tem
Latimer B. Alexander, IV, Cynthia Y. Davis,
James C. Davis, Jason P. Ewing,
Alyce E. Hill, Christopher Williams,
Jay W. Wagner*

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**

[160346](#) **Presentation- Business High Point**

[160329](#) **Learn to Swim Program - High Point Students - Guilford County Schools**
Ed Price, Guilford County School Board Member, will be make a presentation to City Council on the “Learn to Swim” program for second graders in the Guilford County Schools.

Attachments: [Learn to Swim Program](#)

STRATEGIC PLAN UPDATE

[160322](#) **Strategic Plan Update**

PUBLIC COMMENT PERIOD

[160323](#) **Public Comment Period**

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

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

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

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

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

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

CONSENT AGENDA ITEMS**FINANCE COMMITTEE - Council Member J. Davis, Chair**

[160324](#) **Contract - Everbridge Notification System**

Council is requested to adopt a Resolution authorizing a Memorandum of Agreement (MOA) between the City of Greensboro, City of High Point and Guilford County for the shared use of community notification system.

Attachments: [Everbridge Notification System](#)

[160325](#) **Agreement- Level 3 Communications, LLC**

Council is requested to approve a Pole Attachment Agreement with Level 3

Communications which will allow attachment of their lines/equipment to the City's overhead distribution system.

Attachments: [Level 3 Communications Agreement](#)

[160326](#)

Supplemental Agreement - HDR - E. Lexington Avenue Phase I Feasibility Study

Council is requested to approve a Supplemental Agreement with HDR for a transportation study to determine the feasibility of proposed improvements for the E. Lexington Avenue / Greensboro Road corridor, between I-74/US311 and N. Centennial Street, Phase I.

Attachments: [Supplemental Agreement - E. Lexington Avenue Feasibility Study](#)

[160327](#)

Budget Ordinance Amendment - E. Lexington Avenue Phase I Feasibility Study

Council is requested to adopt an ordinance amending the 2016-2016 Annual ordinance to appropriate funds in the amount of \$135,511 for the East Lexington Avenue Phase I Feasibility Study.

Attachments: [Budget Ordinance Amendment - Lexington Ave Feasibility Study](#)

[160344](#)

New Cingular (Crown Castle) License Agreement Fourth Amendment

Council is requested to approve an amendment to the original license agreement held with New Cingular (Crown Castle) allowing installation of a backup generator at the Ward Water plant tower site.

Attachments: [Crown Castle 4th Amendment](#)

[160345](#)

Cry Wolf - False Alarm Reduction Program

Council is requested to approve the contract with Cry Wolf for the administration of the City's False Alarm Reduction Program.

Attachments: [Cry Wolf - False Alarm Reduction Program](#)

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

[160328](#)

Comprehensive Fee Schedule FY 2016-2017 for the City of High Point

Council is requested to adopt the Comprehensive Fee Schedule for FY 2016-2017 for the City of High Point. Newly proposed fees and changes to existing fees will be effective January 1, 2017.

Note: This matter was discussed during the Finance Committee Meeting on November 3rd. The Finance Committee took action to forward the Comprehensive Fee Schedule FY 2016-2017 minus the Public Services fees to the City Council. The Public Services portion of the fee schedule will remain in the Finance Committee for further review/discussion.

Attachments: [Comprehensive Fee Schedule](#)

**COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE -
Mayor Pro Tem Golden, Chair**[160330](#)**Ordinance - Demolition of Structure - 512 Hines Street**

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 512 Hines Street belonging to Eliseo Zavala.

Attachments: [512 Hines St Council Packet](#)

[160331](#)**Ordinance - Demolition of Structure - 1208 Pearson Street**

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 1208 Pearson Street belonging to Katherine Phelps.

Attachments: [1208 Pearson Council Packet](#)

**PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner,
Chair**[160332](#)**Resolution of Intent - Annexation 16-07**

Approval of a Resolution of Intent that establishes a public hearing date of November 21, 2016, to consider a voluntary contiguous annexation of approximately 1.84 acres lying along the south side of Sandy Ridge Road, approximately 570 feet west of Legacy Drive. The property is also known as Guilford County Tax Parcel 0169220.

Attachments: [1. ROI ANX16-07](#)

[160333](#)**Initiation of Zoning Map Amendments**

A request by the Planning and Development Department to initiate a zoning map amendment to rezone the City of High Point Mechanics Bay located at 213 Fisher Avenue from the new Residential Single Family-5 (RS-5) District to the Office Institutional (OI) District.

Attachments: [2. Council initiation of zoning mechanics bay packet](#)

[160343](#)**Acceptance of Guilford County Appointees to the Planning & Zoning
Commission and the Board of Adjustment**

Council is requested to endorse the appointment of Mr. John McKenzie to the Planning & Zoning Commission as the Extraterritorial Member and Ms. Sandra Dunn to the Board of Adjustment as the Extraterritorial Member.

Attachments: [3. Guilford County Appointees to P and Z and BOA](#)

PUBLIC HEARINGS[160334](#)**Resolution - High Point University - Street Abandonment 16-02**

A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street.

Attachments: [4. SA 16-02 Staff Report \(11-07-16\)](#)

[160335](#)

Ordinance - Gallimore Partners, LLC - Annexation 16-04

A request by Gallimore Partners, LLC to consider a voluntary non-contiguous annexation of approximately 30 acres, lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road. The property is also known as Guilford County Tax Parcel 0169750.

Attachments: [5. AN-16-04 Staff Report](#)

[160336](#)

Ordinance - Crown Mark, Inc. - Zoning Map Amendment 16-18

A request by Crown Mark, Inc. to rezone approximately 30 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to a Conditional Zoning Corporate Park (CZ-CP) District. The site is lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: [6. ZA-16-18 Staff Report](#)

[160337](#)

Ordinance - High Point Healthcare Properties Inc. and Annexation 16-05 - Pruitt Properties Inc.

A request by High Point Healthcare Properties Inc. and Pruitt Properties Inc. to consider a voluntary non-contiguous annexation of approximately 6.4 acres, and lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road. The property is addressed as 3826 & 3830 N. Main Street and also known as Forsyth County Tax Parcels 6892-06-3137.00 and 6892-05-1743.00.

Attachments: [7. AN-16-05 Staff Report](#)

[160338](#)

Ordinance - High Point Healthcare Properties, Inc. - Zoning Map Amendment 16-19

A request by High Point Healthcare Properties, Inc. to rezone approximately 6.4 acres from the Residential Single Family (RS-20) District, within Forsyth County's zoning jurisdiction, to the General Office-Moderate Intensity (GO-M) District. The site is lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road (3826 & 3830 N. Main Street).

Attachments: [8. ZA-16-19 Staff Report](#)

[160339](#)

Ordinance - City of High Point - Annexation 16-06

A request by the City of High Point to consider a voluntary contiguous annexation of approximately 1.4 acres lying along the south side of E. Martin Luther King Jr. Drive, approximately 400 feet east of Triangle Lake Road. The property is also known as Guilford County Tax Parcel 0161160 & 161157.

Attachments: [9. AN-16-06 Staff Report](#)

[160340](#)

Ordinance - City of High Point - Zoning Map Amendment 16-20

A request by the City Council to rezone 25 properties totaling approximately 164 acres to implement the new Development Ordinance that goes into effect on

January 1, 2017

Attachments: [10. Group 3 complete packet for Council](#)

GENERAL BUSINESS AGENDA

[160341](#)

Say Yes Guilford - Appointment - Community Leadership Council

Council is requested to confirm the appointment of Council Member Cynthia Davis to the Say Yes Guilford Community Leadership Council (CLC).

Attachments: [Appointment - CLC - Say Yes Guilford](#)

[160342](#)

Minutes to be approved

Finance Committee Meeting - September 28th @ 4:00 p.m.

Special Meeting (Closed Session) - October 3rd @ 2:30 p.m.

Manager's Briefing - October 3rd @ 4:00 p.m.

Regular Council Meeting - October 3rd @ 5:30 p.m.

Planning & Development Committee Meeting, Tuesday, October 4th @ 4:00 p.m. (no quorum)

Attachments: [1. September 28 2016 Finance Committee.pdf](#)

[2. October 3 2016 Special Meeting \(personnel- annual performance evaluations](#)

[3. October 3 2016 Manager's Briefing.pdf](#)

[4. October 3 2016 High Point City Council.pdf](#)

[5. October 4 2016 Planning & Development Committee.pdf](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent for a Voluntary Contiguous Annexation
Annexation 16-07 (Wesleyan Education Center)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 7, 2016

Public Hearing: No

Advertising Date: Not applicable

Advertised By: Not applicable

Attachments: A. Resolution of Intent for Annexation 16-07
B. Map of property proposed to be annexed

PURPOSE:

Approval of a Resolution of Intent that establishes a public hearing date to consider a voluntary contiguous annexation request.

BACKGROUND:

Resolution of Intent for Annexation 16-07 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff requests City Council set a public hearing date of Monday, November 21, 2016, to hear this case.

PUBLISH ONCE: Thursday, November 3, 2016

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY CONTIGUOUS ANNEXATION
(Case # AN-16-07)**

WHEREAS, the City Council has been petitioned to annex the property of Wesleyan Education Center. The proposed annexation site is approximately 1.84 acres and lying along the south side of Sandy Ridge Road, approximately 570 feet west of Legacy Drive. The property is also known as Guilford County Tax Parcel 0169220.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-31;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, November 21, 2016, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

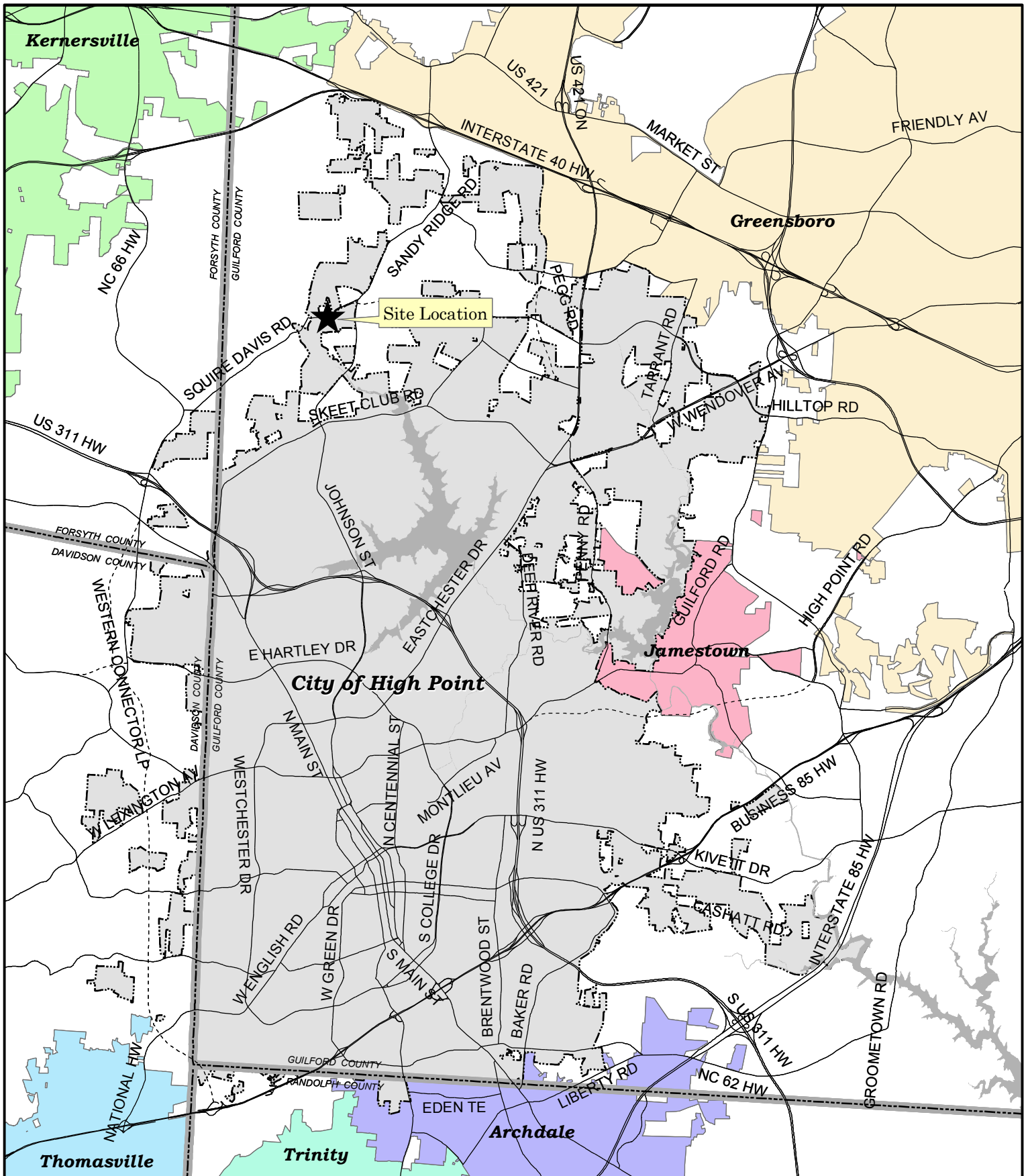
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

Following the public hearing, the City Council shall have authority to adopt an ordinance annexing the territory described in the petition. The City Council shall have authority to make the annexing ordinance effective immediately or on any specified date within six (6) months from date of passage of ordinance.

Further information pertaining to this request is available for public inspection upon request at the Planning and Development Department in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

By order of the City Council,
This the 7th day of November, 2016.

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-16-07

Applicant: Wesleyan Education Center
Area: 1.84 acres (approximate)

**Planning & Development
 Department**

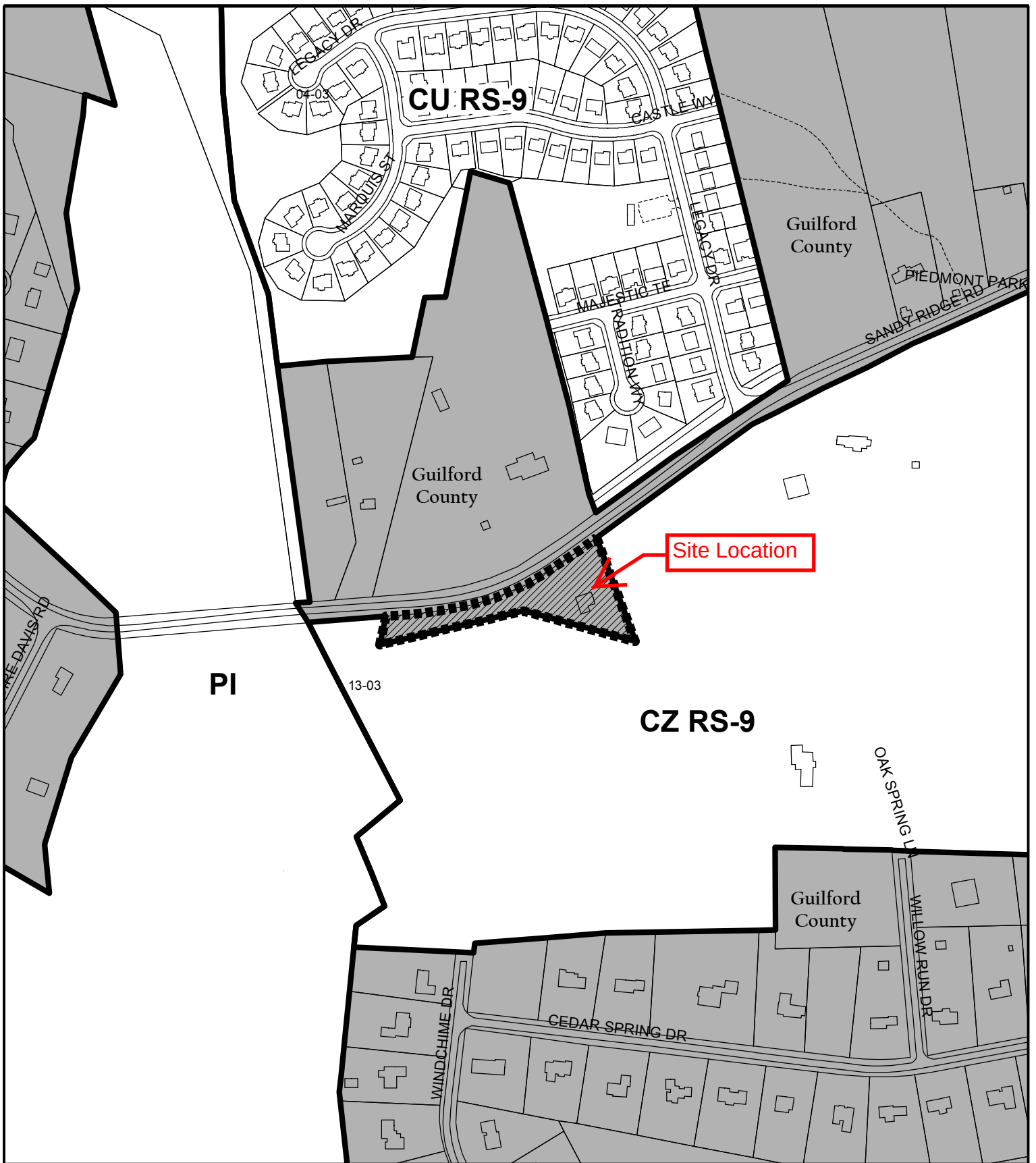
City of High Point

Date: September 13, 2016



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ANNEXATION REQUEST AN-16-07

Applicant: Wesleyan Education Center
Area: 1.84 acres (approximate)

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
Department**

City of High Point

Date: September 13, 2016



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2016/pz/an16-07.mxd

CITY OF HIGH POINT

AGENDA ITEM



Title: Request to Initiate Zoning Map Amendment

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 7, 2016

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Map of area to be rezoned

PURPOSE:

A request by the Planning and Development Department to initiate a zoning map amendment for the City of High Point Mechanics Bay on Fisher Avenue.

BACKGROUND:

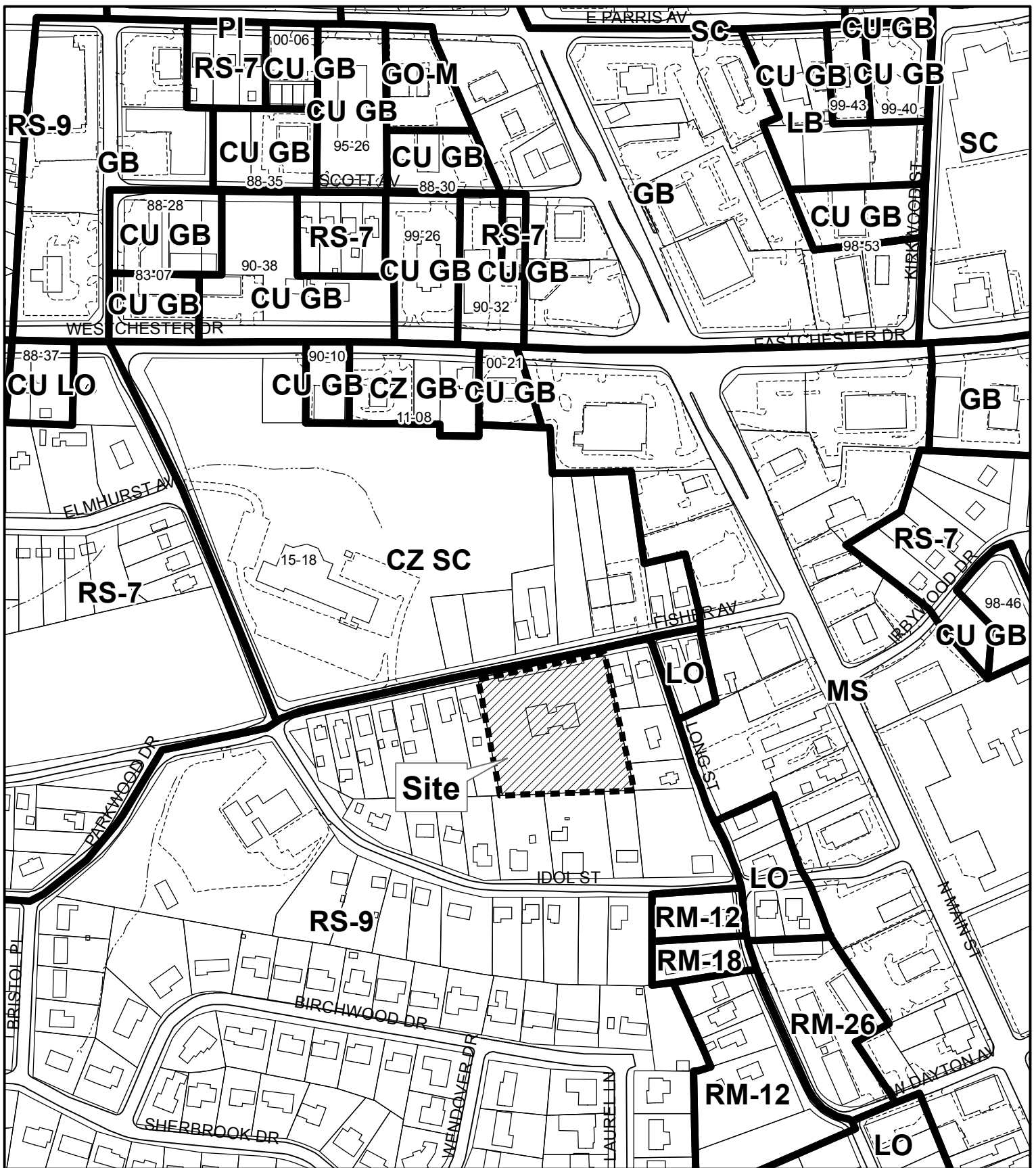
The City of High Point Mechanics Bay located at 213 Fisher Avenue will be a nonconforming use in the new Residential Single Family-5 (R-5) District that goes into effect on January 1, 2017. Staff is requesting that City Council initiate a rezoning of this property to the Office Institutional (OI) District so that it will be a conforming use.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff recommends initiation of the zoning map amendment.



PROPOSED ZONING MAP AMENDMENT

From: Residential Single Family-9
To: Office and Institutional

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: November 7, 2016



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CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 16-19
(High Point Healthcare Properties, Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 7, 2016

Public Hearing: Yes

Advertising Date: October 26, 2017 and
November 2, 2016

Advertised By: Planning & Development

Attachments: A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:

A request by High Point Healthcare Properties, Inc. to rezone approximately 6.4 acres from the Residential Single Family (RS-20) District, within Forsyth County's zoning jurisdiction, to the General Office-Moderate Intensity (GO-M) District. The site is lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road (3826 & 3830 N. Main Street).

BACKGROUND:

Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On September 27, 2016, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 16-19. The Planning & Zoning Commission recommended **approval** of this request, by a vote of 7-0, as outlined in the staff report and recommended by staff.

PLANNING AND ZONING COMMISSION RECOMMENDATION

High Point Healthcare Properties, Inc.

Zoning Map Amendment 16-19

At its September 27, 2016 public hearing, the Planning and Zoning Commission reviewed this request to rezone approximately 6.4-acres to the General Office-Moderate Intensity (GO-M) District. All members of the Commission were present, except for Mr. Mark Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request was the applicant's representative, Mr. Ed Loeffler with The Curry Engineering Group, PLLC, 205 S. Fuquay Avenue, Fuquay-Varina N.C. Mr. Loeffler made himself available to answer questions on behalf of the applicant.

Also speaking in favor was Mr. Hank Ledford. He was speaking on behalf of his mother who owns the single-family home directly to the east of the zoning site addressed as 3832 N. Main Street. Mr. Ledford attested to the failing sewer system on the zoning site, as it has contaminated the well on his mother's property.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-19 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

- 1) The request is not in conflict with the goals and objectives outlined in the City's Land Use Plan and Northwest Area Plan;
- 2) A 40-bedroom nursing facility on this parcel would equate to a density of approximately 3.1 dwelling units per acres; which is consistent with the Low Density Residential Land Use Map classification for this area; and
- 3) The requested GO-M District is the least intensive district that will permit the current nursing facility while ensuring any future redevelopment of the property will be compatible with the surrounding area.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ZONING MAP AMENDMENT 16-19
September 27, 2016**

Request	
Applicant: High Point Healthcare Properties Inc.	Owner(s): High Point Healthcare Properties Inc. Pruitt Properties Inc.
Zoning Proposal: To annex and apply initial City zoning on approximately 6.4 acres	From: RS-20 Residential Single Family District (<i>Forsyth County</i>)
	To: GO-M General Office-Moderate Intensity District

Site Information	
Location:	The site is lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road (<i>3826 & 3830 N. Main Street</i>).
Tax Parcel Numbers:	Forsyth County Tax Parcel 6892-06-3137.00 and 6892-05-1743.00
Site Acreage:	Approximately 6.4 acres
Current Land Use:	Nursing facility consisting of 40 bedrooms (99 persons)
Physical Characteristics:	The site is developed with a 25,961 square-foot nursing facility structure and a 2,013 square-foot office (former single family dwelling). The property has a moderately sloping terrain.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along N. Main Street. A 12-inch City sewer lines runs along a stream corridor approximately 600 feet west of the site.
General Drainage and Watershed:	The site drains in a southwesterly direction and development is subject to the non-water supply watershed requirements. Based upon the acreage and allowable development intensity, the watershed regulations may require stormwater controls to be provided for any future building expansion or redevelopment of the site.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	RS-20	Residential Single Family-20 (RS-20) District (<i>Forsyth County</i>)	Single family dwelling and undeveloped parcel
South:	RS-20	Residential Single Family-20 (RS-20) District (<i>Forsyth County</i>)	Single family dwelling
East:	RS-20	Residential Single Family-20 (RS-20) District (<i>Forsyth County</i>)	Single family dwelling
West:	RS-20	Residential Single Family-20 (RS-20) District (<i>Forsyth County</i>)	Single family dwelling

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither in conflict with, nor does it promote the Community Growth Vision Statement's goals and objectives.
Land Use Plan Map Classification:	The site has a Low-Density Residential land use designation. These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Land Use Plan Goals, Objectives & Policies:	The following goal and objective of the Land Use Plan are relevant to this request: Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the City and its planning area. Obj.#5. Maintain an appropriate balance between the size, location and density of new development and the availability and demands upon the public services and facilities required to serve that development.
Relevant Area Plan:	<u>Northwest Area Plan:</u> The site is located within the boundaries of this area plan, but the request is neither in conflict with, nor does it promote the goals and objectives found in the plan.
Zoning History:	<u>East of zoning site (near the intersection of N. Main St. & Skeet Club Rd).</u> Lying approximately 1,400 feet east of the site are approximately 8.5 acres that were annexed and zoned for non-residential uses along the north and south sides of N. Main Street. In 1988, property associated with the church and a mini-warehouse facility were approved. In 2000, property associated with the Huggins Tire/Racing facility were annex and granted commercial zoning (Zoning Cases 88-43 and 00-29). <u>West of zoning site (intersection of N. Main St & Cedarwood Trail).</u> Lying approximately 3,200 feet west of site are 74 acres that were annexed and zoned for single family residential uses. These projects consist of a 20-acre parcel annexed in 2006 lying south of this intersection along the east side of Cedarwood Trail (Zoning Case 06-25) and a 54-acre parcel annexed in 2007 lying north of this intersection (Zoning Case Z07-29 which was renamed to ZA-16-04 as part of a recent amendment).

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	N. Main Street	Minor Thoroughfare	300 ft.
Vehicular Access:	Via existing driveway from N. Main Street.		
Traffic Counts: <i>(Average Daily Trips)</i>	N. Main Street	3,700 ADT NCDOT 2013 Traffic Counts	
Estimated Trip Generation:	Not applicable		

Traffic Impact Analysis:	Required		Comment
	<u>Yes</u>	<u>No</u> X	None
Pedestrian Access:	Not applicable		
Comments:	None		

School District Comment

Not applicable to this zoning case.

Details of Proposal

The subject site is located within the western portion of the City of High Point's Planning Area and it is currently developed with an approximately 27,900 square-foot, 99 person nursing facility. There is a private sanitary sewer facility on the site that has been experiencing operational problems and the applicant desires to connect to the City's sanitary sewer system. The City's Water & Sewer Utility Extension Policy requires the property to be annexed, and as a part of that process the establishment of City zoning. The applicant is proposing to continue to use the property as a nursing home facility and has submitted this zoning map amendment application to establish a General Office-Moderate Intensity (GO-M) District zoning on the property.

Staff Analysis

The City's Development Ordinance allows a nursing facility use in various zoning districts; ranging from office, commercial and institutional districts. To ensure the requested zoning will be compatible with Land Use Policy established for this area, staff recommended the applicant seek a GO-M District zoning for the property. Although commercial use and zoning have been established to the east of this site both in the county and the City's corporate limits, the requested GO-M District is of a lower development intensity. The requested district will act as a transition zone between commercial zoning to the east and residential zoning to the west.

Consistency with Adopted Plans:

The proposed Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans

Staff Comments:

The request is appropriate because it is the least intensive zoning district that will accommodate the existing use, which is generally residential in nature, and it is not in conflict with the goals and objectives outlined in the City's Land Use Plan and Northwest Area Plan.

Reasonableness/Public Interest:

An approval of the proposed Zoning District is considered reasonable and in the public interest.

Staff Comments:

In this case, staff suggests that the approval of this request is reasonable and in the public interest because:

- 1) The request is not in conflict with the goals and objectives outlined in the City's Land Use Plan and Northwest Area Plan;

- 2) A 40-bedroom nursing facility on this parcel would equate to a density of approximately 3.1 dwelling units per acres; which is consistent with the Low Density Residential Land Use Map classification for this area; and
- 3) The requested GO-M District is the least intensive district that will permit the current nursing facility while ensuring any future redevelopment of the property will be compatible with the surrounding area.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone this 6.4-acre parcel to the GO-M District. The zoning request is compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

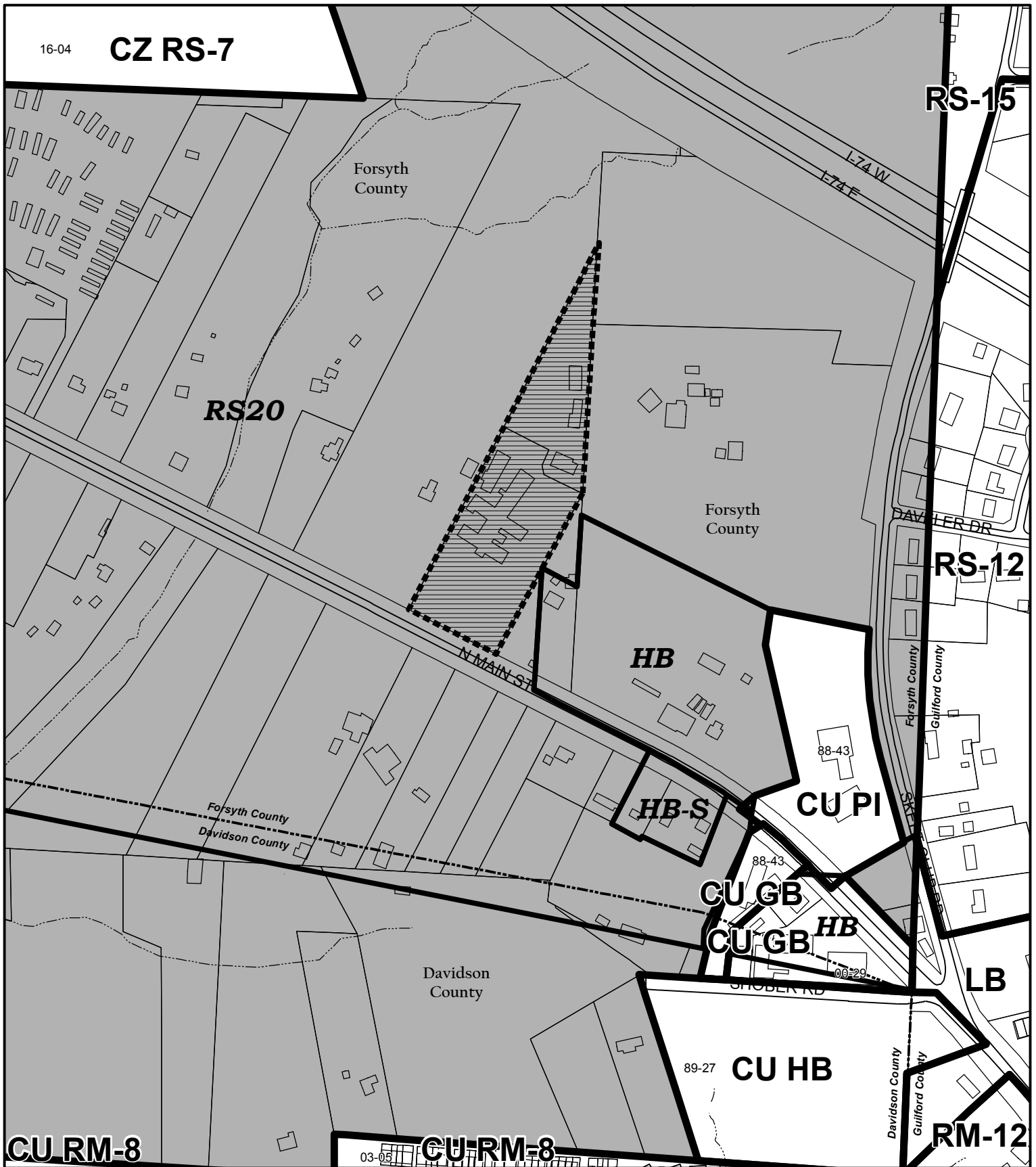
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

City Council:

The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.



ZONING MAP AMENDMENT ZA-16-19

From: Residential Single Family-20 (Forsyth County)
To: General Office - Moderate Intensity

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

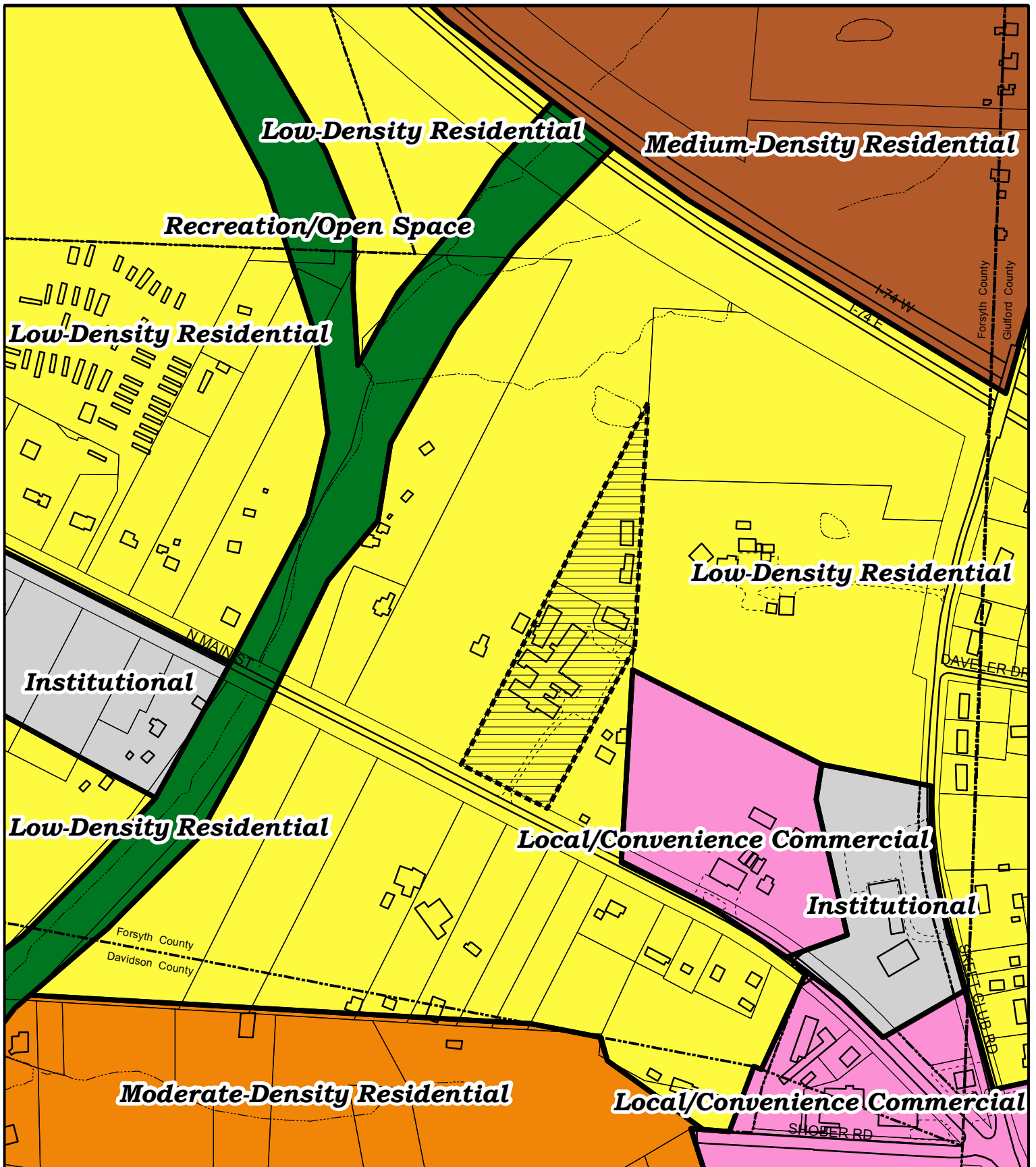
City of High Point

Date: September 27, 2016



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ZONING MAP AMENDMENT ZA-16-19

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



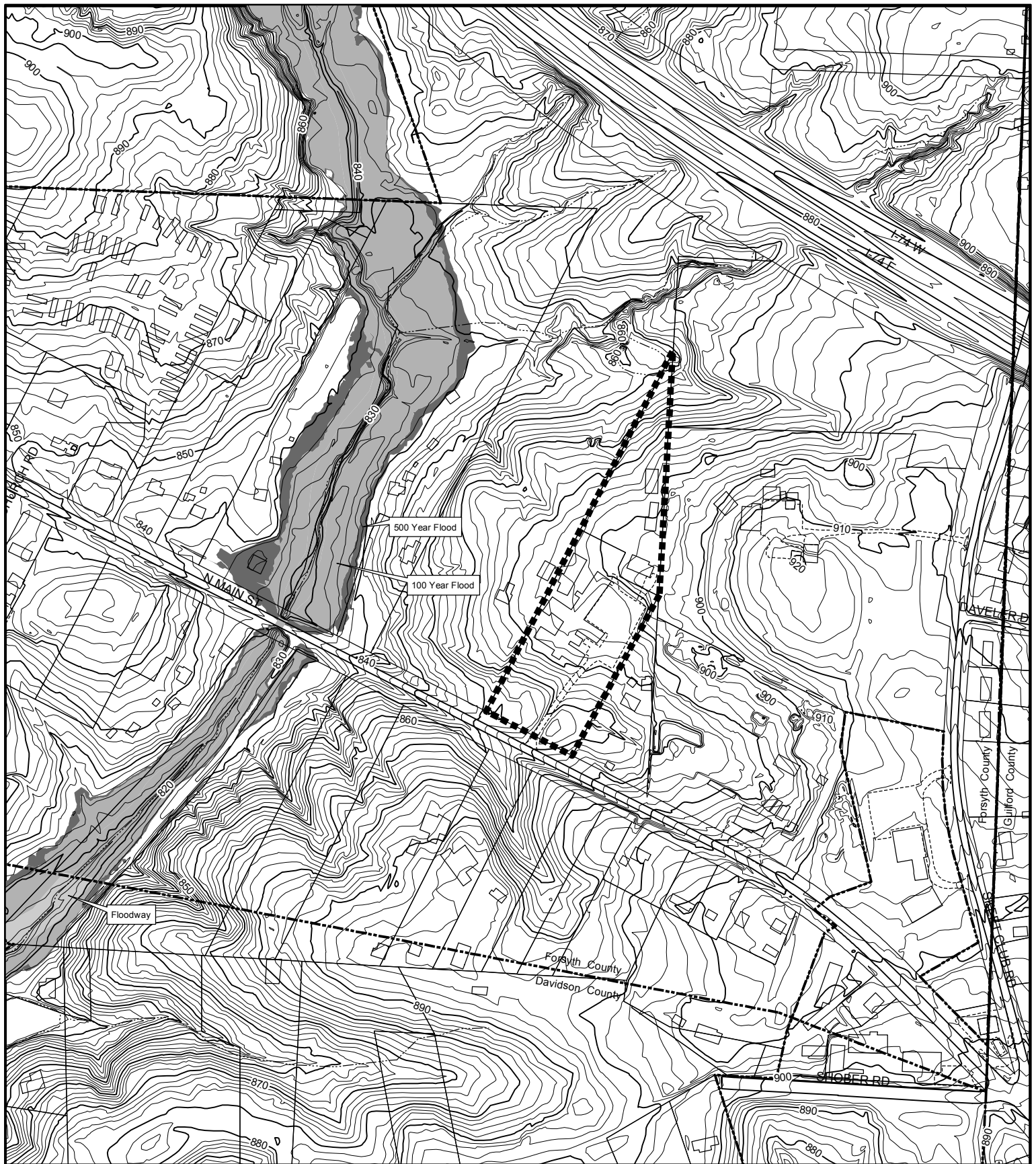
**Planning & Development
 Department**

City of High Point

Date: September 27, 2016



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ZONING MAP AMENDMENT ZA-16-19

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: September 27, 2016



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ZONING MAP AMENDMENT ZA-16-19



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 9-3-12, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted “The City of High Point Development Ordinance” on January 7, 1992 with an effective date of March 1, 1992, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 27, 2016 and before the City Council of the City of High Point on November 7, 2016 regarding **Zoning Map Amendment Case 16-19 (ZA-16-19)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on September 17, 2016, for the Planning and Zoning Commission public hearing and on October 26, 2016 and November 2, 2016, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 7, 2016**.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **General Office-Moderate Intensity (GO-M) District**. The property is approximately 6.4 acres and lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road (3826 & 3830 N. Main Street). The property is also known as Forsyth County Tax Parcel 6892-06-3137.00 and 6892-05-1743.00.

SECTION 2

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4.

This ordinance shall become effective upon the date of adoption.
7th day of November, 2016.

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 16-05

(High Point Healthcare Properties Inc. and Pruitt Properties Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 7, 2016

Public Hearing: Yes

Advertising Date: October 14, 2016

Advertised By: Planning & Development
Department

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance of Adoption

PURPOSE:

A request by High Point Healthcare Properties Inc. and Pruitt Properties Inc. to consider a voluntary non-contiguous annexation of approximately 6.4 acres, and lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road. The property is addressed as 3826 & 3830 N. Main Street and also known as Forsyth County Tax Parcels 6892-06-3137.00 and 6892-05-1743.00.

BACKGROUND:

Staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of Annexation Case 16-05.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ANNEXATION 16-05
November 7, 2016**

Request	
Applicant: High Point Healthcare Properties Inc. and Pruitt Properties Inc.	Owner: High Point Healthcare Properties Inc. and Pruitt Properties Inc.
Proposal: Voluntary (non-contiguous) annexation of approximately 6.4 acres.	Effective Date: Upon adoption.
	Associated Zoning Case: Zoning Map Amendment 16-19 (ZA-16-19)

Site Information	
Location:	The site is lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road (3826 & 3830 N. Main Street).
Tax Parcel Numbers:	Forsyth County Tax Parcel 6892-06-3137.00 and 6892-05-1743.00
Site Acreage:	Approximately 6.4 acres
Current Land Use:	Nursing facility consisting of 40 bedrooms (99 persons)
Current Fire District:	Horneytown Fire Department
Proposed Development:	Not Applicable
Proposed Unit Type, Number and Average Value:	Not Applicable
Proposed Build-out Schedule:	Not Applicable
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 5. If approved, the annexation area will be part of Ward 5.
Physical Characteristics:	The site is developed with a 25,961 square-foot nursing facility structure and a 2,013 square-foot office (former single family dwelling). The property has a moderately sloping terrain.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along N. Main Street. A 12-inch City sewer lines runs along a stream corridor approximately 600 feet west of the site.
General Drainage and Watershed:	The site drains in a southwesterly direction and development is subject to the non-water supply watershed requirements. Based upon the acreage and allowable development intensity, the watershed regulations may require stormwater controls to be provided for any future building expansion or redevelopment of the site.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	RS-20	Residential Single Family-20 (RS-20) District (Forsyth County)	Single family dwelling and undeveloped parcel
South:	RS-20	Residential Single Family-20 (RS-20) District (Forsyth County)	Single family dwelling
East:	RS-20	Residential Single Family-20 (RS-20) District (Forsyth County)	Single family dwelling
West:	RS-20	Residential Single Family-20 (RS-20) District (Forsyth County)	Single family dwelling

Transportation Information			
Adjacent Streets:	Name		Classification
	N. Main Street		Minor Thoroughfare
Approx. Frontage	300 ft.		
Vehicular Access:	Via existing driveway from N. Main Street.		

City Department Comment Summary
Comments were requested from service-related City Departments. There were no objections noted to this request as the proposed annexation site is within close proximity to existing City service areas.

Details of Proposal
The applicant has requested voluntary annexation to obtain access to city utilities. The subject site is located within the western portion of the City of High Point's Planning Area and it is currently developed with an approximately 27,900 square-foot nursing facility. There is a private sanitary sewer facility on the site that has been experiencing operational problems and the applicant desires to connect to the City of High Point's sanitary sewer system. There is a 12-inch City sewer line running in a north-south direction approximately 600 feet west of the property. If approved, the applicant is proposing to extend that sewer line to this property, connect to the City's sewer system and remove the current failing on-site private sewer system.

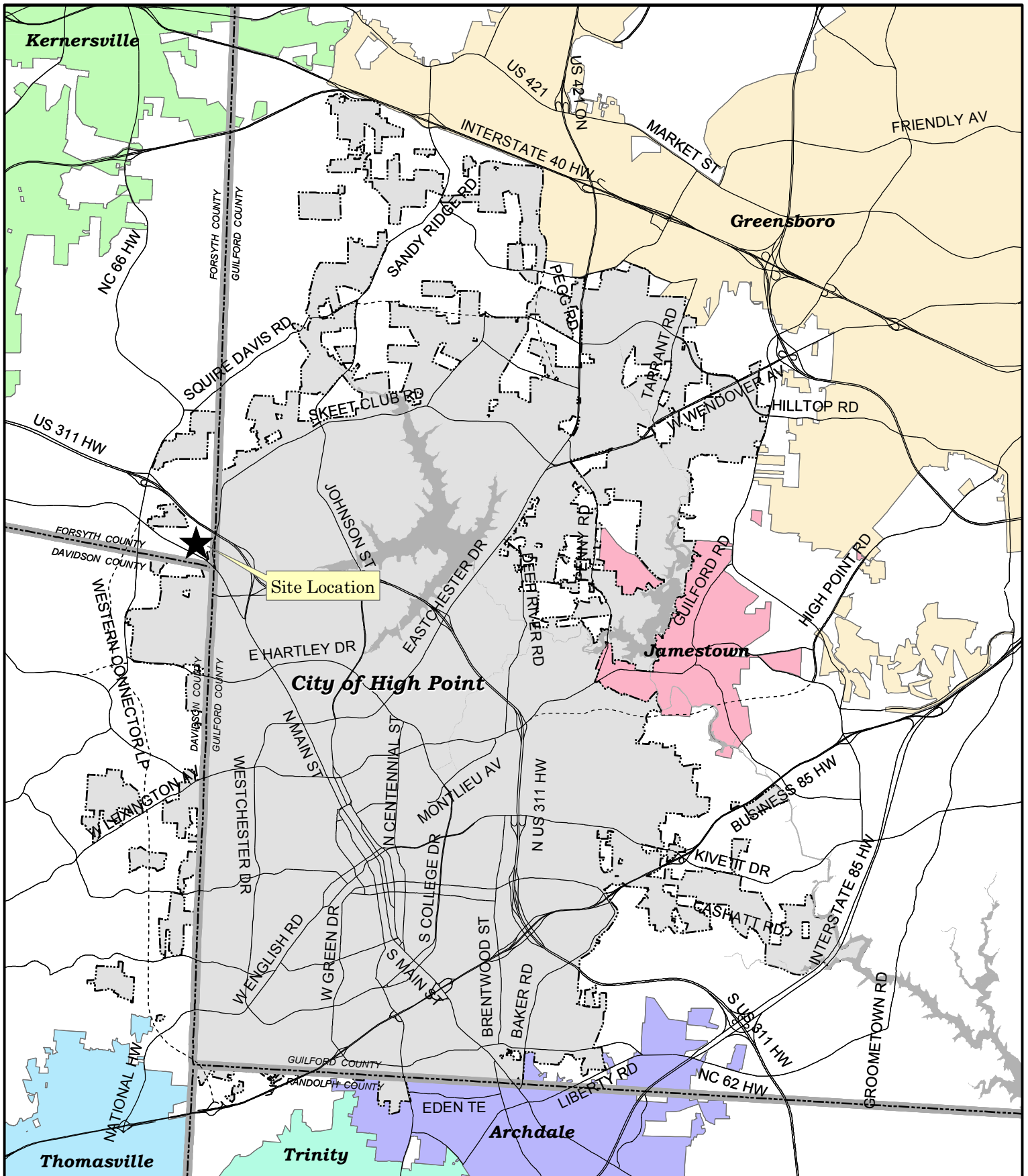
This annexation petition represents a logical progression of the City's annexation policy based on the following:

- Adopted annexation agreement with adjacent municipalities: Annexation agreements have been established between High Point and the Town of Kernersville. Based on this agreement, the City's Planning Area extends westward to include the land area associated with this request. The annexation agreement helps protect the City's investment in water and sewer infrastructures by insuring that the City will be able to annex property within the agreement area when warranted.
- Proximity to existing High Point corporate limits: Although this would be a satellite annexation, this 6.4-acre parcel is approximately 1,400 feet from the primary city limits, which is lying to the east at the intersection of N. Main Street and Skeet Club Road. Additionally, there have been annexations of more than 74 acres west of the site near the intersection of N. Main Street and Horneytown Road (NC Highway 66 South).
- Proximity to city utilities and services: City services vehicles already pass this site to serve a residential development within the City limits lying west of the site. In addition, the

applicant is proposal to extend City sewer lines to serve the site will open additional acreage for development in this portion of the City's Planning Area. This extension of utilities provides for a logical and orderly development pattern of this portion of the City's planning area.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.



ANNEXATION REQUEST AN-16-05

Applicant: High Point Healthcare Prop Inc

Area: 6.42 acres (approximate)

**Planning & Development
Department**

City of High Point

Date: August 29, 2016



Scale: 1"=8,500'

G:/Planning/Secure/ba-pz/
2016/pz/AnnexVicMap.mxd



ANNEXATION REQUEST AN-16-05

Applicant: High Point Healthcare Prop Inc
Area: 6.42 acres (approximate)

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: September 19, 2016



Scale: 1"=600'
 G:/Planning/Secure/ba-pz/
 2016/pz/an-16-05.mxd

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / xx-xx

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-58.1, as amended,
to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it
to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at
5:30p.m. on the 7th day of November, 2016; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the
requirements of G.S. 160A-58.1 as amended;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
HIGH POINT, NORTH CAROLINA:

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1 as amended, the
following described territory is hereby annexed, and made a part of the City of
High Point as of **November 7, 2016.**

ANNEXATION DESCRIPTION

Annexation Case 16-05 - High Point Healthcare Properties Inc. and Pruitt Properties Inc.

All of Forsyth County Tax Parcels 6892-06-3137.00 and 6892-05-1743.00; two parcels of land
being in Abbotts Creek Township, Forsyth County, North Carolina, lying Northeast of N. Main
Street, and being more particularly described as follows:

BEGINNING at an existing iron pipe in the northern margin of the right of way for N. Main Street (Old Hwy 311), said existing iron pipe being the southwestern corner of the property of Joseph E. Hooker (Book 1927, Page 2261) ("Hooker"); thence along and with the northern margin of the right of way for N. Main Street (Old Hwy 311) North 63° 01' 14" West 299.54 feet to a point; thence running with the Charles W. Ledford, Jr. & Henry F. Ledford trustees property (Book 2439, Page 2896) eastern line(s) the following four courses and distances: (1) North 26° 55' 09" East 214.00 feet to an existing iron pipe; (2) North 27° 18' 32" East 49.85 feet to an existing iron pipe; (3) North 26° 55' 21" East 366.18 feet to an existing iron pipe; (being the southwestern corner of Pruitt Property property Book 3154, Page 3765;) and (4) North 26° 56' 00" East 644.16 feet to a point; thence running with the Sara M. Ledford property (Book 3269, Page 4086); South 03° 00' 58" East 254.16 feet to a point; thence running with the James B. Davis & Wilma Gene Davis property (Book 1558, Page 1061) South 03° 30' 53" East 527.89 feet to an existing iron pipe; thence running with the said "Hooker" property western line South 28° 19' 21" West 557.83 to the northern margin of the right of way for N. Main Street (Old Hwy 311), said point being the point and place of BEGINNING, Containing approximately 6.5 acres

Deed Reference: DB 3154, PG 3765 and DB 2588, PG810

Tax Reference: Block 5612, Lot 27D, 28D and 29B

Property Address: 3826 & 3830 N. Main Street, High Point, Forsyth County, North Carolina

SECTION 2. Upon and after **November 7, 2016** the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Forsyth County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the **7th** day of **November, 2016**.
Lisa B. Vierling, City Clerk

Ed Price

From: RANDY McCASLIN <randy.mccaslin@highpointnc.gov>
Sent: Thursday, October 13, 2016 10:49 AM
To: Ed Price (edprice@edpricetriad.com)
Subject: Email for Swim Lessons Info

Ed, please send me the info you want for the November 7th City Council agenda. Thanks.

Randy E. McCaslin
Deputy City Manager
City of High Point
PO Box 230
High Point, NC 27261
336.883.3291



Learn to Swim program expands to High Point

BY CINDE INGRAM
ENTERPRISE STAFF WRITER

HIGH POINT

Olympic gold medalist swimmer Cullen Jones, who nearly drowned when he was 5, will urge others to learn to swim as he helps kick off the 2016-17 Learn to Swim healthy lifestyle program today at the Greensboro Aquatic Center.

About 500 second-grade Guilford County Schools students in High Point will start swimming classes at Hartley YMCA and Wesleyan Christian Academy pools through the expanded program. Seven High Point elementary schools will bring the number of Guilford County schools participating to 19, nearly double the amount that participated in the previous school year. This brings the total number to 1,330 GCS second-grade children in the 2016-17 program.

"In my 40-some years working with children in High Point, this Learn to Swim program is the best thing to happen," Guilford County school board member Ed Price said. "This is a game-changer for the schools and for our children. It shows great cooperative efforts between Greensboro and High Point, and I am so thankful to the Greensboro Aquatic Center for bringing this great program into High Point."



SPECIAL | HPE

Olympic gold medalist swimmer Cullen Jones will appear at today's kickoff of this year's Learn to Swim program.

GAC Manager Susan Braman said Price is helping to solicit funds in High Point to provide the free lessons at no charge to the schools. The Greensboro community has been funding lessons since GAC opened five years ago, she said.

GAC brings students in by bus for two weeks, which equals 10 lessons Monday through Friday, Braman said. Red Cross certified instructors assess the children's swimming level on the first day and group them accordingly to maximize what they learn. They are assessed again on the last day of lessons.

"We teach them a variety of skills in the water, to exercise in the water, play games in the water and about rescue equipment," Braman said. "We teach them what to do if they witness a person drowning."

The program also

exposes the children to careers in aquatics by bringing in lifeguards, swim coaches, fire department or underwater rescue professionals. "It's fully aligned to North Carolina's course of study for second-grade health/living standards, which is their physical education curriculum," Braman said.

"Teaching children to swim has been in the DNA of the YMCA for almost 100 years," said David Ozmore, president/CEO of the YMCA of High Point. "We consider this a privilege to be a part of such a wonderful partnership in teaching over 1,000 children a lifelong skill that will save many lives."

Jones is expected to share his personal experience of nearly drowning at a water park as a child. As a result, his parents signed him up for swimming lessons. It

JUMPING IN

Listed is the number of High Point elementary second-grade students who learned to swim at Hartley YMCA and Wesleyan Academy pools:

- Fairview Elementary - 76
- Kirkman Park Elementary - 41
- Montlieu Academy of Technology - 89
- Oak View Elementary - 86
- Parkview Village Elementary - 53
- Shadybrook Elementary - 117
- Johnson Street Global Studies - 41

took some time for him to become comfortable around water again, but he went on to become the first African-American swimmer to break a long-course world record and the first to win gold at the World University Games, as well as the second to win gold at the Olympics.

Last year, 678 children from nine Guilford County elementary schools completed the Learn to Swim program at the GAC. To date, 2,772 local schoolchildren have graduated since the program's inception in 2011.

c Ingram@hpenews.com
| 336-888-3534 |
@HPEcinde

Students to get free swimming lessons

Program applies to High Point second-graders

BY CINDE INGRAM
ENTERPRISE STAFF WRITER

HIGH POINT — Teaching every second-grade student in High Point to swim has become a goal for Ed Price as he nears the end of his term on the Guilford County Board of Education.

Now, that goal can become a reality.

Price announced last week a program that offers free swimming lessons to all Guilford County Schools

LIFESAVING SKILL

- Eight children drown each week in the United States
- Drowning is preventable
- 68 percent of African-American children don't know how to swim
- 56 percent of Hispanic kids don't know how to swim
- Swimming is a low-impact form of exercise that can help

combat obesity and diabetes

- Aquatics provide sports and employment opportunities

Sources: Swim for Life Foundation and The National Drowning Prevention Association

INSIDE: School board seeks to close achievement gaps, AS-

second-graders. He credited Superintendent Sharon Contreras, Western District Superintendent Meg Sheehan and school board candidate T. Dianne Bellamy Small with helping him achieve the goal. It will be

paid for through private funds, he said.

On Friday morning, Price learned that an anonymous donor had pledged \$5,000 to the program.

Price worked during the summer to gather support

from the High Point City Council and the Guilford County Board of Commissioners, along with High Point YMCAs, Wesleyan Christian Academy, the High Point Swim Club and the Greensboro Aquatic Center.

"Currently the Greensboro Aquatic Center is teaching over 2,000 children yearly in Greensboro," Price said. "I would like for all High Point children to have this opportunity."

Price's initial proposal called for starting with 660 children in eight elementary schools in High Point during the 2016-17

SEE PROGRAM/PAGE A2

PROGRAM

FROM THE FRONT PAGE

school year. Another four schools would be added during the 2017-18 school year for a total of more than 900 children. Any remaining elementary schools would be added the next year.

When Contreras first heard about the proposal, she began looking into the matter immediately. "I am deeply committed to ensuring equity of access to all programming," she said.

She referred to reading a recent article about Simone Manuel, the first African-American woman to win a gold medal at the Olympics. "It said Hispanic children are 3 1/2 times more likely to drown than white students, and African-American students are 5 1/2 times more likely to drown than white students," Contreras said. "It's

imperative that students learn how to swim."

Contreras recalled a teacher telling her when she was about 10 years old that the three most important things she would need to learn were to drive, type and swim.

"I promise you, she was right, and I still think about that advice," Contreras said. "Maybe it's not a requirement in the state and we don't have pools in our schools, but this is where we partner with the YMCAs to make sure that's in the rotation for our physical education classes."

Noting the Greensboro Aquatics Center, Contreras said she believes the school district could develop partnerships to make sure students have access to swimming.

The High Point Swim Club has provided introductory swim lessons to third-graders at Northwood Elementary School through its Swim4Fun/Swim-

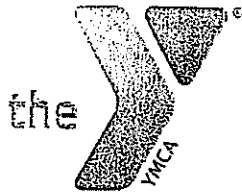
4Life program, which exposes children to the benefits swimming provides for a healthy lifestyle, according to CEO Aaron Reeves. Triangle Lake and Parkview Village elementaries also want to be added to the program.

High Point City Council member Jay Wagner advised Price that the YMCA had planned to enlarge its swimming program with Oak Hill Elementary School.

Carlvena Foster, a county commissioner and executive director of the Carl Chavis YMCA, confirmed that "the Y has been providing free swim lessons for three years now at Oak Hill to third-graders. They also provide swimsuits," she said.

Small said supporters are hoping to train teachers at the YMCA at no cost.

cingram@hpenews.com |
336-888-3534 | @HPECinde



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Learn 2 Swim Program

Partners: Guilford County Schools, High Point Swim Club, YMCA
Of High Point

Who: Second graders from High Point Elementary schools

Schools: 8 locations in 2016-17
Fairview, Oak Hill, Northwood, Parkview, Shadybrook,
Triangle Lake Montessori

12 locations in 2017-18

- Timeline can be reduced if other partners
(Greensboro Aquatic Center) are recruited

What: 6 week sessions, 2 swim lessons per week
Swim instruction by certified staff
Bathing suits (if needed)
Swim goggles
Healthy Snack

Cost: \$25,000 (If Schools provide transportation)
\$30,000 (If transportation is required)

Re: Cullen Jones press release



Cinde Ingram <cingram@hpenews.com>

Today, 11:47 AM

Brown, Andrew <a.Brown@greensboro-nc.gov>; Price, Ed; Braman, Susan <susan.l



🔗 Reply all | ▼

Inbox

Thank you, Andrew. I'm so glad this is being worked out to include students from High Point, too.

Cinde Ingram
High Point Enterprise

On Wed, Oct 5, 2016 at 11:43 AM, Brown, Andrew <a.Brown@greensboro-nc.gov> wrote:

Here's tomorrow's release as it stands now....It hasn't been approved, but I don't think it will change much outside of perhaps some additional quotes to be added...the quotes in there now ARE approved so feel free to use them.

'Learn to Swim' program with Guilford County Schools to Expand in 2016-17 New satellite locations will grow program to 19 schools, teach 1,330 children

GREENSBORO, N.C. (Oct. 6, 2016) -- In partnership with Guilford County Schools, the Greensboro Aquatic Center's 'Learn to Swim' healthy lifestyle program will continue this academic year with 19 participating schools, nearly double the amount of schools that participated in the previous year.

The dramatic expansion is due to a new partnership between the Greensboro Aquatic Center (GAC) and YMCA of High Point, High Point's Wesleyan Christian Academy and YMCA of Greensboro to provide satellite locations for learn to swim instruction from GAC staff members. The expanded locations will enable the 'Learn to Swim' program to reach an additional 622 second graders from nine schools in High Point and Greensboro. This will bring the total number of Guilford County school children participating in the 2016-17 'Learn to Swim' program to 1,330 second grade students.

"In my 40-some years working with children in High Point, this 'Learn to Swim' program is the best thing to happen," said Guilford County school board member Ed Price. "This is a game changer for the schools and for our children. It shows great cooperative efforts between Greensboro and High Point and I am so thankful to the Greensboro Aquatic Center for bringing this great program into High Point."

700 second grade students from 10 schools will take part in the program at the GAC over the 2016-2017 academic year. Other scheduled participating schools include Murphey Academy, Lindley Elementary, Foust Elementary, Hunter Elementary, Brooks Global Studies School, Irving Park Elementary, Gillespie Park Elementary, Frazier Elementary and Wiley Elementary.

Expanding the program beyond the GAC will allow over 500 students from seven High Point schools to receive lessons at the Hartley Drive Family YMCA in High Point and Wesleyan Christian Academy. Participating schools include Fairview Elementary, Kirkman Park Elementary, Montlieu Academy, Oak View Elementary, Parkview Village Elementary, Shadybrook Elementary and Johnson Street Global Studies.

"Teaching children to swim has been in the DNA of the YMCA for almost one hundred years. We consider this a privilege to be a part of such a wonderful partnership in teaching over 1,000 children a lifelong skill that will save many lives." David Ozmore, President/CEO, YMCA of High Point.

Expanding the program in Greensboro outside of the GAC, lessons will also take place at the Hayes-Taylor YMCA where 119 students from Hampton Elementary and Simkins Elementary.

Students in the 'Learn to Swim' program are taught techniques to foster a systematic progression of swimming skills that maximize their development over a series of ten 40-minute classes. The skills gained in the 'Learn to Swim' program are not only potentially life-saving, but will also help students develop a physically active lifestyle, improve overall health and fitness and expose them to additional swimming opportunities and other aquatic related activities.

The 'Learn to Swim' program is privately financed by the following sponsors: The Community Foundation of Greater Greensboro, YMCA, Deuterman Law Group, Summit Rotary Club, Wesleyan Christian Academy, STAR Aquatics, Swim Gear of NC, Speedo, USA Swimming, Greensboro Sports Council and SUBWAY.

Local sponsorships enable the Greensboro Aquatic Center to contract with certified learn to swim instructors, provide transportation for students between schools and the Greensboro Aquatic Center and provide participating students with the use of a swimsuit and goggles (if needed).

Last year, 632 graduates from nine Guilford County elementary schools completed the 'Learn to Swim' program at the GAC. To date, the program 2,772 local schoolchildren have graduated since the program's inception in 2011.

-end-

From: Roberts, Amber [<mailto:Amber.Roberts@wghp.com>]
Sent: Tuesday, October 4, 2016 12:11 PM
To: Ed Price <edprice@edpricetriad.com>
Subject: LATE HITS

It's all coming together.
500 kids in high point starting this fall.
Having a thing at the aquatic center on Thursday.
Price—at 7 a.m.
Oakview
Northwood, Shady book, Fairview.
Three places in HP: HP YMCA- Hartley drive, First Wesleyan Christian academy on Eastchester,
HP Swim Club.
1100 kids next year.
Every child offered the chance to swim.

336-812-3161 ask for smiley, email you about the swimming ceremony Thursday.
Amber Roberts
Reporter
WGHP, Fox8 News
336-870-6277
Amber.Roberts@wghp.com

Ed Price

From: Roberts, Amber <Amber.Roberts@wghp.com>
Sent: Monday, September 19, 2016 6:42 PM
To: Ed Price
Subject: Re: FW:

Ed,

I know how hard you've been working to get this program up and running.

Are you available to talk about it tomorrow, Tuesday, for a quick on-camera interview?

I'll give you a call in the morning and see about your availability. Maybe we can interview you around 11ish?

What's the best number to reach you?

Amber Roberts
Reporter
WGHP, Fox8 News
336-870-6277
Amber.Roberts@wghp.com

Sent from my iPhone

On Sep 19, 2016, at 5:21 PM, Ed Price <edprice@edpricetriad.com> wrote:

-----Original Message-----

From: SCAN@edpricetriad.com [<mailto:SCAN@edpricetriad.com>]
Sent: Monday, September 19, 2016 4:49 PM
To: Ed Price <edprice@edpricetriad.com>
Subject:

This E-mail was sent from "RNP297848" (9233).

Scan Date: 09.19.2016 16:48:55 (-0400)
Queries to: SCAN@edpricetriad.com
<20160919164856162.pdf>



November 7, 2016

To: Randy McCaslin, Deputy City Manager

From: Michael E. McNair, Director of Community Development & Housing *MEMS*

Subject: Code Enforcement Activity Report for October

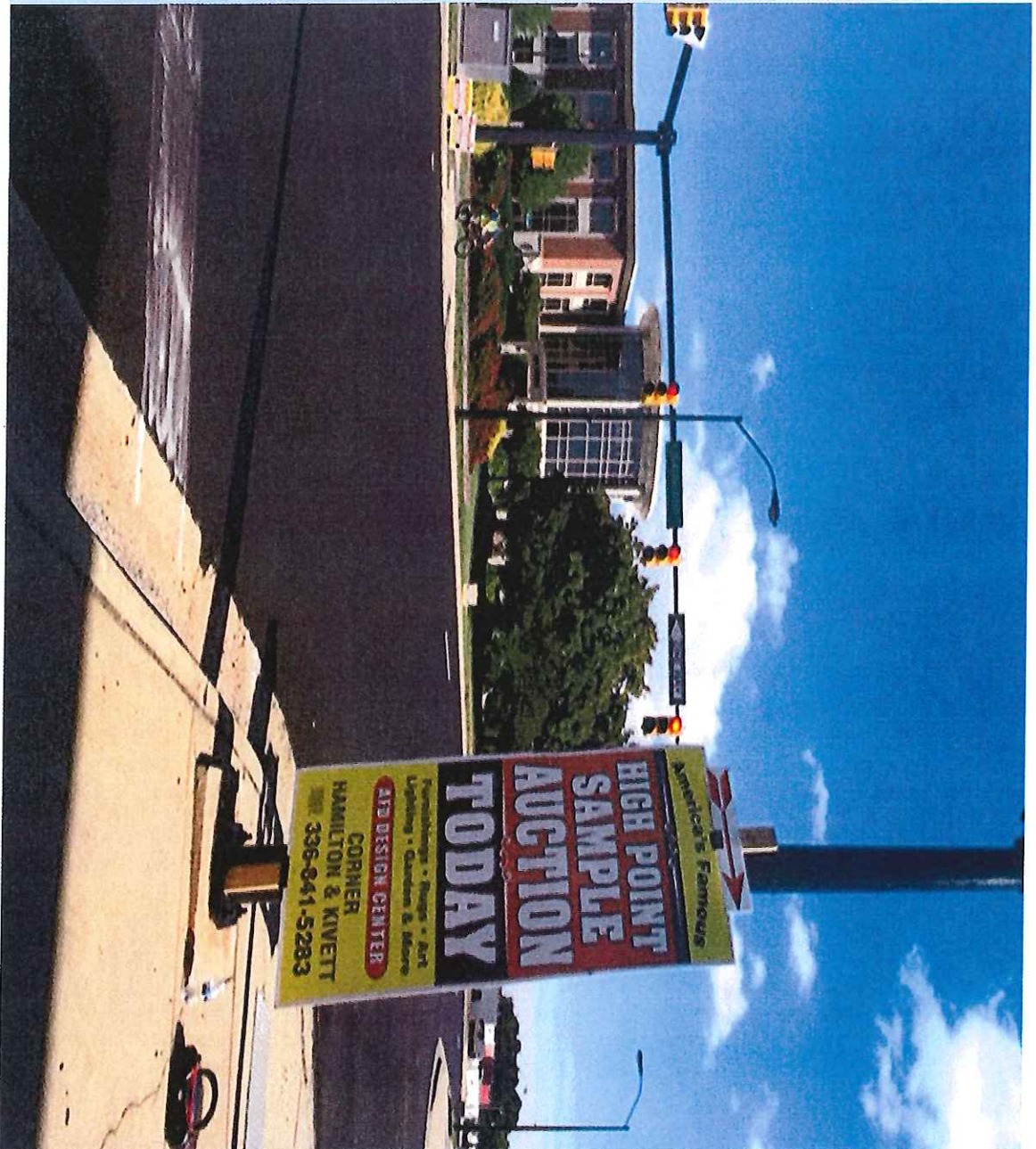
This report serves to summarize Code Enforcement activity for the month of October 2016. Staff engaged in 146 active minimum housing cases (with an active backlog of 179 cases), 152 public nuisance complaints (262 active public nuisance cases) and collected 112 signs during the month of September. Additionally, we are moving forward with implementing the priorities identified in Council's strategic plan. Our progress towards accomplishing those priorities are summarized below.

Strategic Plan Action Item	Status
Fill vacant code enforcement positions.	The last Local Code Enforcement Officer position was filled; the employee started November 7, 2016.
Provide training	The Technical Assistance Scholarships Program engagement with the Center for Community Progress has been completed. During the last site visit small group meetings were conducted on November 7, 2016 to review the analysis and findings from the report: • Meeting with key staff members from the City Manager's office, Legal, HPPD, Fire, P&D, CD&H, IT, Finance, Guilford County Tax Office, UNC SOG. • Meeting with local stakeholders from Hayden-Harman Foundation, HP Community Foundation, Neighborhood Leaders Council, Say Yes to Education and Southwest Renewal Foundation. • Presentation to Council on findings and recommendations from the TASP engagement during the City Manager's briefing.
Develop & implement a system to calculate ratio of complaint drive vs city initiated calls	Continuing to work with Mark Schroeder to develop reports and improve public access to information in Accela.
Develop & implement a communication strategy to both educate the public and invite their participation	Staff is available to meet with community groups and provide information. The Code Services Manager made a presentation on how to look up code enforcement status to the Neighborhood Leaders Council on October 24, 2016

Please see the attached table which provides a more detailed summary code enforcement activity for the months as well as sample pictures of recent code enforcement activity.

Local Codes Enforcement Monthly Activity						
		Jun-16	Jul-16	Aug-16	9/1/2016***	Oct-16
1. Minimum Housing Cases						
	a. Minimum Housing Complaints	35	34	39	16	43
	b. Active Minimum Housing Cases	147**	93	116	122	146
	c. Active Backlog Cases (270 original)	241	223	207	195	179
	d. Cases Taken Before City Council					
	i. For Demolition	5	3	7	1	0
	ii. For Vacate	0	1	0	0	0
	e. City Demolished Houses	0	0	3	1	0
2. Public Nuisance Cases						
	a. Public Nuisance Complaints (includes unsecured dwellings)	317	182	251	243	152
	b. Active Public Nuisance Cases	312	280	345	355	262
	c. City abated PN Cases	28	66	56	44	76
	d. Owner abated PN Cases	207	77	124	159	135
3. Zoning						
	a. Zoning Complaints (Vehicles, Signs, Banners)	34	31	35	18	34
	b. Signs collected *	177	196	201		112









CITY OF HIGH POINT

AGENDA ITEM



Title: Say Yes Guilford – Community Leadership Council

From: Mayor Bill Bencini

Meeting Date: November 7, 2016

Public Hearing: N/A

Advertising Date / N/A

Advertised By:

Attachments: Memo

PURPOSE:

Say Yes Guilford is seeking a representative from the High Point City Council to serve on the Community Leadership Council (CLC).

BACKGROUND:

The Community Leadership Council consists of Guilford County civic, schools, parent, faith, business, nonprofit, philanthropic and government leaders who are interested in keeping their finger on the Say Yes pulse and promoting the organization throughout our community. Community members are invited to learn more about Say Yes Guilford programs and services.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Council Member Cynthia Davis as the City Council representative to the Say Yes Guilford Community Leadership Council.

From: Donnie Turlington [mailto:dturlington@sayyestoeducation.org]
Sent: Friday, October 21, 2016 10:29 AM
To: Carr, Nora <carrn@gcsnc.com>; barbara.harris@greensboro-nc.gov; cgrier@co.guilford.nc.us; JEFF MOORE <jeff.moore@highpointnc.gov>
Cc: Mary Vigue <mvigie@sayyestoeducation.org>
Subject: Community Leadership Council Meeting Request

Nora, Barbara, Clarence and Jeff -

I would like to ask for your assistance in connecting with each of your respective boards to be sure the November 14 CLC meeting is on their radar and to help secure two representatives from your boards to serve as CLC members. As you know, each of the mayors/chairs of the governing bodies are already co-chairs. The CLC structure also allows for two representatives, not including the co-chair, to serve as a CLC member. I have notified each co-chair about the appointment of representatives.

Let me know if your respective board has a policy that requires decisions like these appointments to be made in open session. I'm happy to go through the formal process, as needed.

Please let me know if you have any questions or concerns and thanks in advance for your assistance.

-Donnie

Say Yes Guilford Community Leadership Council – November 14

The CLC membership consists of Guilford County civic, schools, parent, faith, business, nonprofit, philanthropic and government leaders who are interested in keeping their finger on the Say Yes pulse and promoting the organization throughout our community. Community members are also invited to attend to learn more about Say Yes Guilford programs and services.

The CLC is co-chaired by the mayors of High Point and Greensboro, the chairs of the Guilford County Board of Commissioners, Guilford County Board of Education and Say Yes Scholarship Board, and two at large representatives from our community. In addition, each of the governing bodies is eligible to appoint up to two representatives to serve as CLC members.

A reception for CLC members takes place from 5:30-6 pm at the November 14 Community Leadership Council meeting. The business portion of the meeting begins at 6 pm. The events take place at the Sears Applied Technologies Building Auditorium on the GTCC Jamestown Campus, 6204 E. Main St., Jamestown. Parking is available in "Lot B."

Donnie Turlington, APR
Director of Communications
Say Yes Guilford
336-991-7711
dturlington@sayyestoeducation.org
www.sayyesguilford.org

CITY OF HIGH POINT

AGENDA ITEM



Title: Street Abandonment 16-02
(High Point University)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 7, 2016

Public Hearing: Yes

Advertising Date: October 7, 14, 21 & 28, 2016

Advertised By: Planning & Development

Attachments: A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Resolution of Abandonment

PURPOSE:

A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street.

BACKGROUND:

Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Planning & Zoning Commission - Review #1

On March 22, 2016, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment 16-02. The Planning & Zoning Commission recommended denial of Street Abandonment Case 16-02 by a vote of 6-1.

Planning & Zoning Commission - Review #2

At the June 20, 2016 City Council public hearing, the applicant requested this case be remanded to the Planning & Zoning Commission to allow additional information to be presented. The Planning & Zoning Commission reconsidered this request at their July 26, 2016 meeting and recommended denial of Street Abandonment Case 16-02 by a vote of 7-1.

PLANNING AND ZONING COMMISSION RECOMMENDATION

High Point University

Street Abandonment 16-02

At the request of the applicant, the City Council sent this case back to the Planning and Zoning Commission. At its July 26, 2016 meeting, the Planning and Zoning Commission reviewed Street Abandonment 16-02. All members of the Commission were present. Mr. Herbert Shannon, Senior Planner, provided a summary of the history of this case to date.

Speaking on behalf of the applicant was Mr. Barry Kitley, Director of Special Projects Facilities & Auxiliary Operations at High Point University. Mr. Kitley stated that High Point University wanted to come back and ask for a favorable recommendation from the Commission based on the following:

- The increase development on campus: The University intends to construct several new facilities on campus, including an undergraduate science building, a new residence hall, and a new arena with seating for 9,000 people. These projects, along with the completion of the Health Sciences & Pharmacy building next fall, will contribute to additional traffic along N. Centennial Street.
- Support from North Avenue property owners: Mr. Kitley noted that since the March meeting the university has begun successful negotiations with North Avenue property owners to purchase three properties along that street.
- Two traffic accidents at that intersection since March 2016.

Planning & Zoning Commission comments:

- No significant new evidence has been presented since the initial review on March 22, 2016.
- The University is important to the City of High Point; however, it is also important that the University work with and exist in harmony with the community. Closing streets off campus is not accomplishing this important goal.
- Of the two police reports presented to the Commission, neither was related to North Avenue traffic. One involved vehicles traveling along N. Centennial Street within the vicinity of North Avenue. The other involved a car leaving the campus, from Alumni Avenue, and turning onto N. Centennial Street.
- Proposed University projects, along with other development throughout the City, have the potential to increase traffic. However, no specific public safety issues have been identified at this time.
- The Commission asked if the statement on page 1 of the staff report that “no public safety issues have been identified at this location by the Transportation Department” is still an accurate statement. Greg Venable, Transportation Planning Administrator, said that there are no safety issues or concerns with the intersection of North Avenue and N. Centennial Street.
- The Commission expressed concern the University will continue to close public streets (off campus) near the perimeter of the University. Also, other applicants may use this case as justification to close other streets where there are no documented public safety issues.

The Planning and Zoning Commission recommended denial of Street Abandonment Case 16-02, by a vote of 7-1.



MEMORANDUM

July 26, 2016

TO: Planning and Zoning Commission

FROM: Planning & Development Department

SUBJECT: Street Abandonment Case 16-02 (North Avenue)

Street Abandonment Case 16-02 (SA-16-02) is a request submitted by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way where it intersects North Centennial Street. The North Avenue right-of-way is an existing improved street and currently used by the motoring public. It is located along the west side of N. Centennial Street, opposite the High Point University campus.

This street abandonment case was heard by the Planning & Zoning Commission at its March 22, 2016 public hearing and the Commission recommended denial by a vote of 6-1. This request was initially scheduled to be heard by the City Council at its April 18, 2016 meeting; however, at the request of the applicant the case was postponed to the June 20, 2016 City Council meeting. At the June meeting, a public hearing was not held as the applicant requested the Council to remand the request to the Planning & Zoning Commission to allow additional information to be presented. The applicant did not state to the City Council what new information was to be presented and after deliberation the City Council voted 5-1 to accept the applicant's request and remand this case to the Planning & Zoning Commission.

As this request has already been heard by the Planning & Zoning Commission, this item is being placed on your agenda as a new business item. No new information has been submitted to staff; therefore, there is no change in the staff report. It is anticipated that the applicant will address the Commission concerning any new information.

Attachments:

- Minutes from the March 22, 2016 Planning & Zoning Commission meeting.
- City Council cover memo outlining the results of the March 22, 2016 Planning and Zoning Commission public hearing.
- Street Abandonment staff report dated March 22, 2016

CITY OF HIGH POINT

AGENDA ITEM



Title: Street Abandonment 16-02
(High Point University)

From: Lee Burnette, Planning & Development
Director

Meeting Date: May 2, 2016

Public Hearing: Yes

Advertising Date: March 25, 2016 and
April 1, 8 & 16, 2016

Advertised By: Planning & Development

Attachments: A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Resolution of Abandonment

PURPOSE:

A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street.

BACKGROUND:

Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

On March 22, 2016, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment 16-02. The Planning & Zoning Commission recommended denial of Street Abandonment Case 16-02 by a vote of 6-1.

The applicant has submitted a letter requesting this Street Abandonment application be continued to the June 20, 2016 City Council meeting. The Council may take one of the following actions pertaining to this request:

- 1) Continue the case as requested by the applicant.
- 2) Hold the public hearing and take action on this application.

PLANNING AND ZONING COMMISSION RECOMMENDATION

High Point University

Street Abandonment 16-02

At its March 22, 2016 public hearing, the Planning and Zoning Commission reviewed Street Abandonment 16-02. All members of the Commission were present; except for Mr. John McKenzie.

Speaking in favor of the request:

Speaking on behalf of the applicant was Mr. Barry Kitley, Director of Special Projects Facilities & Auxiliary Operations at High Point University. Mr. Kitley stated that this particular intersection is at one of the entrances into the High Point University campus and it helps to simplify the intersection by reducing it from a 4-way to a 3-way intersection. He said only about seven residents will be impacted and abandonment will delay residents by about 30 seconds as they can enter & exit their neighborhood via alternate routes.

Also speaking in favor was Ms. Judy Stalder who spoke on behalf of her property management clients, Mr. & Mrs. Ronald Ammons of 509 North Avenue. Ms. Stalder said her client; currently rent their property to a university employee and having this become a dead-end street would make the property easier to rent and potentially increase its rental potential in the future.

Speaking in opposition of the request:

Speaking in opposition of the request were the following property owners from the abutting neighborhood. Mr. Melvin Parker, 719 Forrest Street; Ms. Constance Archie, 406 North Avenue; Ms. Doris Byers, 510 North Avenue and Mr. Michael Sawyer, 513 North Avenue. These speakers expressed the following comments and concerns:

- The request reduced access to their homes on North Avenue and on adjoining streets;
- The abandonment provides no benefit to North Avenue property owners;
- Property owners who rent their home stated the direct access, via North Centennial street, is a key marketing point to potential renters;
- Abandonment will be an inconvenience to North Avenue property owners and it is unfair to force these residences to use alternate routes to enter & exit their neighborhood. It will also place more trips on the other street in the neighborhood and impact those property owners;
- It will delay emergency response times;
- The request only benefits High Point University, which is on the other side of N. Centennial Street; it provides no benefits to the residents who live on North Avenue.

The Commission requested input from the Transportation Department as to if there were any safety concerns at this intersection. Ms. Vickie Embry, transportation engineer for the City of High Point, stated the Transportation Department has not identified any safety issues with the current configuration of this intersection. She stated that in the last five years there were only two crashes at this intersection, both of which were rear-end collisions of vehicles turning into the campus. This problem was addressed with the installation of left-hand turn lanes for south bound traffic to turn into the campus. Ms. Embry also added that she would not want to see North Avenue abandoned in the name of safety concerns that have not been clearly documented and studied by the Transportation Department.

The Commission also asked staff if it is unprecedented to close an improved street that is currently used by the public. Mr. Shannon responded that it's not necessarily unprecedented, but rather the City doesn't often receive requests to abandon existing improved streets. The vast majority of the street abandonment requests have been for unimproved streets (i.e. paper streets).

The Planning and Zoning Commission recommended denial of Street Abandonment Case 16-02, by a vote of 6-1.



HIGH POINT UNIVERSITY

Mayor Bill Bencini
City of High Point
211 S. Hamilton Street
High Point, NC 27260

RE: North Avenue

Dear Mayor Bencini,

High Point University would like to ask the High Point City Council to “remand” the North Avenue decision back to the Planning & Zoning Commission in a continued effort to work with the residents that were in opposition. We are in continued dialogue and feel it is in the best interest to work towards a positive recommendation from Planning & Zoning prior to a City Council decision. Please let me know if this is acceptable.

Sincerely,

Barry S. Kitley
Director of Special Projects

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
STREET ABANDONMENT CASE 16-02
March 22, 2016**

Request	
Applicant: High Point University	Proposal: A request by High Point University to abandon the eastern portion (approximately 72 feet) of the improved (paved) segment of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
North Avenue	Local street	50-foot wide right-of-way; 33-foot wide paving with curb and gutter

Adjacent Property Zoning and Current Land Use		
North	Residential Single Family-7 (RS-7) District	Undeveloped parcel
East	Residential Single Family-7 (RS-7) District	N. Centennial Street right-of-way
South	Residential Single Family-7 (RS-7) District	Undeveloped parcel
West	Residential Single Family-7 (RS-7) District	North Avenue right-of-way

Analysis

High Point University has submitted this request to abandon an improved portion of the North Avenue right-of-way (ROW), lying directly west of N. Centennial Street. The University owns the abutting parcels (to the north and south) of this portion of North Avenue and desires abandonment in order to eliminate North Avenue traffic directly accessing N. Centennial Street. High Point University proposes to remove the pavement and landscape this area and incorporate it into the green area it has established on the west side of N. Centennial Street.

This four-way intersection is within the Core City Area. Such intersections are not uncommon throughout the Core City Area or other older higher density portions of the City, and no public safety issues have been identified at this location by the Transportation Department. The remaining portion of North Avenue will still be a public ROW, thus not depriving adjacent property owner of access to their property. However, abandonment of this portion of North Avenue will alter historically established vehicular and pedestrian access patterns that have been used by residents of this neighborhood since it was developed in the late 1930s. If approved, vehicular and pedestrian traffic will have to use other adjacent streets for ingress and egress into their North Avenue properties from N. Centennial Street.

Findings & Recommendations

The University has provided conceptual sketch plans depicting the installation of a cul-de-sac or T-turn around to serve the property owners on the remaining public portion of North Avenue; however, no official submittals have been made to date. Installation of a cul-de-sac will serve the property owners and eliminate the hazard to larger public and private service vehicles (fire trucks, garbage trucks, moving trucks, mail/FedEx deliver trucks, etc.) from having to back-up over 450 feet when servicing this area. However, the installation of a cul-de-sac cannot be a condition of approval for abandonment of this ROW. In similar street abandonments in the past, approval of the street abandonment is delayed until street plans are submitted and approved by the Technical Review Committee (TRC), and the permits are secured. A street abandonment request cannot be conditioned.

The City of High Point Technical Review Committee (TRC) has reviewed this request and identified several public utilities within this ROW. If it is the desire of the Planning and Zoning Commission and City Council to approve this request, the following easements must be retained:

- 1) Retention of a 20-foot wide sanitary sewer line easement centered over existing sewer lines within and crossing the right-of-way;
- 2) Retention of a 15-foot wide potable water line easement centered over existing water line lines within and crossing the right-of-way; and
- 3) Retention of a 30-foot Piedmont Natural Gas easement, centered over all existing gas lines within and crossing the right-of-way.
- 4) Retention of a 20-foot wide NorthState Communication easement, centered over all of their existing lines & underground facilities within and crossing the right-of-way.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



STREET ABANDONMENT SA16-02

Applicant: High Point University

Area: 0.10 acres



Location of requested street abandonment



Previously abandoned right-of-ways

Planning & Development
Department

City of High Point

Date: March 9, 2016



Scale: 1"=200'

G:/Planning/Secure/ba-pz/
2016/pz/sa16-02.mxd

Attachments: Photographs (March 2016) and Aerial (February, 2014)
Looking eastward from North Avenue towards N. Centennial Street





Looking westward from N. Centennial Street towards North Avenue.





STREET ABANDONMENT SA16-02

Applicant: High Point University

Area: 0.10 acres



Location of requested street abandonment



Previously abandoned right-of-ways

**Planning & Development
Department**

City of High Point

Date: March 9, 2016



Scale: 1"=50'
G:/Planning/Secure/ba-pz/
2016/pz/sa16-02photo.mxd

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. xxxx / 16-xx

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 20st DAY OF JUNE, 2016, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 16-02

(portion of the North Avenue right-of-way)

A request by High Point University to abandon a portion (approximately 72± feet) of the improved North Avenue right-of-way.

WHEREAS, High Point University has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the North Avenue right-of-way that is lying west of North Avenue, which is more specifically described as follows:

That portion of the North Avenue right-of way, lying 72 feet west of N. Centennial Street, lying between Lot 15 of Block "M" of the Willoubar Terrance Subdivision PB. 4 – PG. 212 (D.B. 7341 PG. 63) and Lot 11 of Block "F" of the Willoubar Terrance Subdivision PB. 4 – PG. 212 (D.B. 7261 PG. 2067) containing 3,600 Sq. Ft. more or less.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 21th day of March, 2016, at 5:30 p.m. setting the 2nd day of May, 2016 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning March 25, 2016 and April 1, 8 & 16, 2016; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) a 72 foot long portion of the North Avenue right-of-way, lying west of N. Centennial Street; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That a portion of the North Avenue right-of-way, lying directly west of N. Centennial Street (an approximate 72 foot long by 50 foot wide area), as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain a 20-foot wide sanitary sewer line easement centered over existing sewer lines within and crossing the right-of-way; and
3. That the City of High Point shall retain a 15-foot wide potable water line easement centered over existing water line lines within and crossing the right-of-way; and
4. That the City of High Point shall retain a 30-foot wide Piedmont Natural Gas easement, centered over all existing gas lines within and crossing the right-of-way; and
5. That the City of High Point shall retain a 20-foot wide NorthState Communication easement, centered over all of their existing lines & underground facilities within and crossing the right-of-way; and
6. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 20th day of June, 2016
Lisa B. Vierling, City Clerk

Citizens Information Meeting Report

Street Abandonment 16-02

Submitted by: Mr. Barry Kitley, on behalf of
High Point University

Date: March 9 2016

To: City of High Point, Planning & Development Dept.

From: High Point University, Barry Kitley
Director of Special Projects

Subject: North Avenue Closure Citizens Information Meeting

High Point University notified a total of 10 property owners representing 15 properties on North Avenue or in the vicinity of the request. Please see attached map and address list. In our notification, we included a map and information of the proposed closure. High Point University is seeking to close a portion of North Avenue from the western limits of the Centennial Street Right-of-Way, west along North Avenue for approximately 72 L.F. High Point University is requesting this portion of North Avenue to be abandoned due to increased traffic loads resulting from the recent residential developments into adjacent Alumni Avenue.

High Point University offered the opportunity to meet individually with each owner and offered a joint meeting on campus (Plato Wilson Commerce Building) on February 24, 2016. At the meeting, one property owner that owns rental property on 406 North Avenue attended. We did meet individually with two homeowners. One meeting was at the home of 510 North Avenue and the other on High Point University's campus with the owner of 513 North Avenue. A fourth rental property owner, 509 North Avenue, had a phone conversation with High Point University.

At the Citizens' Meeting, Royal Hinshaw from Davenport Engineering presented his firm's traffic analysis of the area. In summary, removing the access of North Avenue onto Centennial reduces the number of conflict points, improved the Level of Service reducing the projected delay under 2018 future conditions by approximately 30 percent and simplifies the intersection. The analysis indicated that the adjacent streets, Sherwood Place and Woodrow Avenue, have sufficient capacity to accommodate rerouting of the existing traffic on North Avenue with no degradation to the Level of Service of the intersections of these streets with Centennial Street. The analysis also projected the increase in travel time due to this rerouting to be approximately 30 seconds. It should also be noted that while the intersection of Centennial Street and North Avenue / Alumni Avenue operates satisfactorily under current conditions. It is projected that under 2018 future conditions, assuming a typical 2% growth in traffic on Centennial Street, the Level of Service is projected to fall to a 'D', indicating difficulty for left turning traffic off of North Avenue to find adequate gaps to safely turn onto Centennial Street. While the engineer was not present when we met individually with the other two homeowners, it was explained that Alumni Avenue has an increased volume of traffic due to additional residential units utilizing the intersection.

Please note, the information packet to the property owners included a North – T type turnaround. High Point University has revised the plan to include a cul-de-sac that meets all City specifications.

Of the four responses, three did not see the value in a cul-de-sac while the remaining response thought the idea would add value to the property. We invited everyone to the P&Z meeting in March. Further, having noticed the date was incorrectly stated, we have sent a correction and reminder letter to all property owners that also includes the new cul-de-sac layout.

February 17, 2016

Homeowner
Address
City, State, Zip

Re: High Point University Request to Close a Portion of North Avenue

Greetings! High Point University would like to invite you to a community meeting on Wednesday, February 24th at 6:00pm on our Campus. The meeting is being held to inform and discuss a potential modification that would close a portion of North Avenue (approximately 72 feet) from Centennial to the west. Please see attached map. If you are unable to attend this community meeting, please feel free to contact me and we can discuss via phone or meet at a later time/date. We want to insure you are informed and hear your opinions.

More specifically, High Point University has filed an application with the City of High Point that would close North Avenue from the western limits of the Centennial Street Right-of-Way, west along North Avenue for approximately 72 L.F. High Point University is requesting this portion of North Avenue to be abandoned due to increased traffic loads resulting from the recent residential developments into adjacent Alumni Avenue.

The Street Abandonment Application was submitted on February 9, 2016 with a regular meeting of the City of High Point Planning & Zoning Commission scheduled for March 24, 2015 at 6:00pm. Those meetings are held in the City Council Chambers.

Prior to the Planning & Zoning meeting, please join us on February 24th to discuss our application. We will be meeting at the Wilson School of Commerce, Board Room (Rm 212). Please see attached map for directions and parking. Please do not hesitate to call me if you have questions, Barry Kitley, at 841-9363.

Sincerely,

Barry Kitley
Director of Special Projects

March 9, 2016

Homeowner
Address
City, State, Zip

Re: High Point University Request to Close a Portion of North Avenue

Greetings! High Point University would like to update you on a correction from our last letter. The Street Abandonment Application for North Avenue that was submitted has a regular meeting of the City of High Point Planning & Zoning Commission scheduled for March 22, 2016 at 6:00pm (*not March 24 as mentioned in the previous letter*). This meeting will be held in the City Council Chambers. If you have any questions regarding this meeting please call the City of High Point Planning Department at 336-883-3328.

Also, please see revised drawing that was originally a T-type turnaround. We now propose a traditional cul-de-sac that meets all City standards and specifications.

Sincerely,

Barry Kitley
Director of Special Projects



Park Here

Enter at Wilson School of Commerce, Room 212

Citizens Information Meeting
February 24, 2014
High Point University
North Avenue Street Abandonment

Address

<u>Constance Gathings</u>	406 North Avenue	578 Bedford Park Drive, W-S, NC 27107
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North Avenue Request Notification List

Name	Property Address	City	State	Zip	Reference
Rafael and Silvia Tavares	323 Hickory Lane	High Point	NC	27265	501 North Ave
William Barbot	507 North Ave	High Point	NC	27262	507 North Ave
Ronald Ammons	212 Dilworth Road	High Point	NC	27265	509 North Ave
					511 North Avenue
Michael Sawyer	513 North Avenue	High Point	NC	27262	513 North Avenue
Austin Oquinn LLC	221 Cascade Drive	High Point	NC	27265	515 North Avenue
Austin Oquinn LLC	221 Cascade Drive	High Point	NC	27265	512 North Avenue
Jimmie Byers & Doris Evans	510 North Avenue	High Point	NC	27262	510 North Avenue
James Baker	P.O. Box 75	Summerton	SC	29148	814 Denny Street
WBM Holdings	P.O. Box 325	Trinity	NC	27370	812 Denny Street
Constance Archie	578 Bedford Park Drive	Winston-Salem	NC	27107	406 North Avenue
					407 North Avenue
Austin Oquinn LLC	221 Cascade Drive	High Point	NC	27265	409 North Avenue
Austin Oquinn LLC	221 Cascade Drive	High Point	NC	27265	404 North Avenue
Francis Leak	301 Church Street	Thomasville	NC	27360	810 Denny Street





"WILLOBAR TERRACE"
P.B. 4 Pg. 212
BLOCK "M"

N/F
AUSTIN O'QUINN, LLC
D.B. 7065 PG. 2934
TRACT 4

"WILLOBAR TERRACE"
P.B. 4 Pg. 212
BLOCK "M"

PROPERTY OF
HIGH POINT UNIVERSITY
D.B. 7341 PG. 63

5' TREE
TRIMMING EASEMENT
CITY OF HIGH POINT
D.B. 3803 PG. 1765

NORTH AVENUE

TAPPING SLEEVE
AND VALVE
HYD. ASSEMBLY

REMOVE EX. ASPHALT
& PROVIDE TOPSOIL
WITH SEED & MULCH

EX. RIGHT-OF-WAY
TO BE ABANDONED AND
MAINTAINED AS A PUBLIC
UTILITY EASEMENT

BEGIN
NEW CURB
& GUTTER
& 6' SIDEWALK

CITY OF HIGH POINT
STANDARD CURB & GUTTER

NORTH BOUND LEFT TURN
LANE TO BE ABANDONED
IN ACCORDANCE WITH
RE-STRIPPING PLAN TO BE
REVIEWED/APPROVED BY
CITY OF HIGH POINT
TRANSPORTATION DEPT.

N/F
AUSTIN O'QUINN, LLC
D.B. 7065 PG. 2934
TRACT 3

5' TREE
TRIMMING EASEMENT
CITY OF HIGH POINT
D.B. 4184 PG. 1549

PROPERTY OF
HIGH POINT UNIVERSITY
D.B. 7261 PG. 2067

"WILLOBAR TERRACE"
P.B. 4 Pg. 212
BLOCK "F"

PROPERTY OF
HIGH POINT UNIVERSITY
D.B. 7658 PG. 2124

SKETCH PLAN
PERMANENT 'T' TURNAROUND
NORTH AVENUE
AT INTERSECTION OF CENTENNIAL ST.
FOR
HIGH POINT UNIVERSITY

CITY OF HIGH POINT
GUILFORD COUNTY - NORTH CAROLINA

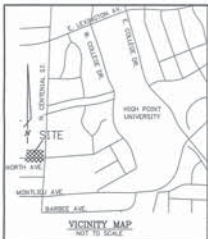
DECEMBER, 2015
JOB No. 2016001

OWNER/DEVELOPER
HIGH POINT UNIVERSITY
ONE UNIVERSITY PARKWAY
HIGH POINT, NC 27285
TELEPHONE (336) 841-9000

ALUMNI
AVE

SCALE: 1" = 10'

JAMESTOWN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
117 EAST MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C. 27282
Telephone (336) 888-5523
C-0626



"WILLOUBAR TERRACE"
P.B. 4 Pg. 212
BLOCK "M"

N/F
AUSTIN O'QUINN, LLC
D.B. 7065 PG. 2934
TRACT 4

"WILLOUBAR TERRACE"
P.B. 4 Pg. 212
BLOCK "M"

PROPERTY OF
HIGH POINT UNIVERSITY
D.B. 7341 PG. 63

NORTH AVENUE

N/F
AUSTIN O'QUINN, LLC
D.B. 7065 PG. 2934
TRACT 3

PROPERTY OF
HIGH POINT UNIVERSITY
D.B. 7261 PG. 2067

"WILLOUBAR TERRACE"
P.B. 4 Pg. 212
BLOCK "F"

PROPERTY OF
HIGH POINT UNIVERSITY
D.B. 7658 PG. 2124

SKETCH PLAN PERMANENT CUL-DE-SAC NORTH AVENUE AT INTERSECTION OF CENTENNIAL ST. FOR HIGH POINT UNIVERSITY

CITY OF HIGH POINT
GUILFORD COUNTY - NORTH CAROLINA

DECEMBER, 2015
JOB No. 2014062

OWNER/DEVELOPER
HIGH POINT UNIVERSITY
833 MONTIEU AVENUE
HIGH POINT, NC 27262
TELEPHONE (336) 841-9000

CENTENNIAL ST.
(PUBLIC)

ALUMNI AVE

SCALE: 1" = 10'

JAMESTOWN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS



117 EAST MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C. 27283
Telephone (336) 886-5523
C-0626

CITY OF HIGH POINT

AGENDA ITEM



Title: New Cingular (Crown Castle) License Agreement Fourth Amendment

From: Terry Houk – Public Services Director
Tyler Berrier – Civil Engineer

Meeting Date: October 31, 2016

Public Hearing: N/A

Advertising Date: NA

Advertised By: NA

Attachments: Attachment A – Fourth Amendment

PURPOSE:

New Cingular (Crown Castle) has requested an amendment to the original license agreement that is held with the City of High Point. This fourth amendment would allow New Cingular (Crown Castle) to install a back up generator at the Ward water plant tower site.

BACKGROUND:

This document will amend an original agreement between the City of High Point and New Cingular (Crown Castle). This agreement was originally recorded on October 20, 1997.

BUDGET IMPACT:

Revisions are to the original agreement only, no budget impacts.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of this amendment and that the appropriate City official and be authorized to execute all necessary documents to complete this agreement.

FOURTH AMENDMENT TO LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("Fourth Amendment") is made effective this ____ day of _____, 2016, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation ("Licensor"), with a mailing address of P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee"), and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BELL SOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("BellSouth"), with a mailing address of New Cingular Wireless PCS, LLC, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, Georgia 30324.

WHEREAS, Licensor and BellSouth entered into that certain License Agreement dated June 24, 1996 (as amended and assigned, the "Agreement"), whereby Licensor granted a license to BellSouth to use, in accordance with the terms of the Agreement, a portion of that property (said licensed portion being the "Site") located at 2011 E. Martin Luther King Jr. Drive (PIN 7810284858), High Point, Guilford County, North Carolina, which property is described in Book 2961, Page 68 in the Guilford County Register of Deeds ("Registry"), together with any access, utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Site is described in, that Memorandum of License and Amendment to License ("First Amendment") recorded on May 18, 1998, in Book 4688, Page 1453 of the Registry, which amended the description of the Site and established the commencement date of the Agreement as October 20, 1997; and

WHEREAS, Licensor and Licensee, as successor in interest in the Agreement to BellSouth, entered into that Second Amendment to License Agreement dated July 25, 2006 ("Second Amendment"), to amend the description of the Site, among other changes, a memorandum of which is recorded in Book R 6578, Page 1552 in the Registry; and

WHEREAS, Licensor and Licensee entered into that Third Amendment to License Agreement dated January 4, 2008 ("Third Amendment"), a memorandum of which is recorded in Book R 6864, Page 1536 in the Registry; and

WHEREAS, the Agreement has an original term, including all extended terms, that will expire on October 19, 2027 ("Original Term"), and Licensor and Licensee now desire to amend the description of the Site and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Licensor and Licensee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Fourth Amendment are incorporated herein by this reference.
2. Licensor hereby licenses to Licensee such additional property to increase the size of the Site licensed by Licensor to Licensee to approximately 4,140 square feet, as same is

described as the "Overall 60'x69' Site" on Exhibit A attached hereto and incorporated herein, and described as the "Overall 60'x69' Site" by metes and bounds in Exhibit B attached hereto and incorporated herein, and Licensors do hereby license the Site, as amended hereto to Licensee for those purposes provided for in the Agreement. The Agreement is amended to reflect such increase in and modification to the size and dimensions of the Site and any reference to the Site shall include the amended description provided herein. Exhibit A and Exhibit B attached hereto shall replace any and all descriptions of the Site.

3. Section 14 of the Agreement, as amended by the Second Amendment and Third Amendment, is amended by deleting Licensee's notice addresses in their entirety and replacing them with the following:

Licensee: AT&T Network Real Estate Administration
Re: 10018523
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to:

AT&T Legal Department- Network
Attn: Network Counsel
Re: 10018523
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to:

Crown Castle South LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

4. Estoppel. Licensors and Licensee agree as follows:

(a) The Site is owned by Licensors free and clear of any mortgage, deed of trust, lien, or right of any individual, entity or governmental authority arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Licensee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(b) Upon Licensee's request, Licensors agree to discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.

Site Name: Five Points
Crown BU: 812149
Cingular Site: 10018523
PPAB 3181530V1

(c) Upon Licensee's request, Licenser agrees to cure any defect in Licenser's title to the Site which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Site.

(d) Licenser agrees to execute such further documents and provide such further assurances as may be reasonably requested by Licensee to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Licensee's use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

(e) Licenser and Licensee agree that Licensee is the current Licensee under the Agreement, the Agreement is in full force and effect and the Agreement, as it may have been previously amended and as amended herein, contains the entire agreement between Licenser and Licensee with respect to the Site.

(f) No default exists under the Agreement on the part of Licensee, and, to Licenser's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(g) Licenser is the owner of the fee interest in the Site.

(h) The individual executing this Fourth Amendment on behalf of Licenser is authorized to do so and has the full power to bind Licenser.

(i) Should Licensee's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Agreement and exercise any rights of Licensee under the Agreement, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Agreement, Licenser agrees to accept such exercise of rights by Lender as if same had been exercised by Licensee.

(j) If there shall be a monetary default by Licensee under the Agreement, Licenser shall accept the cure thereof by Lender within any grace period provided to Licensee under the Agreement to cure such default, prior to terminating the Agreement. If there shall be a non-monetary default by Licensee under the Agreement, Licenser shall accept the cure thereof by Lender within any grace period provided to Licensee under the Agreement to cure such default prior to terminating the Agreement.

(k) The Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein without the prior written consent of Lender.

5. IRS Form W-9. Licenser agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Fourth Amendment and at such other times as may be reasonably requested by Licensee. In the event the Site is transferred, the succeeding Licenser shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. Licenser's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action

necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

6. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Fourth Amendment is hereby amended to be consistent with this Fourth Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Licensor and Licensee, and their personal representatives, heirs, successors and assigns. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensors and Licensee have signed this instrument under seal and have caused this Fourth Amendment to be duly executed on the day and year first written above.

Licensors:

City of High Point

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, Licensors and Licensee have signed this instrument under seal and have caused this Fourth Amendment to be duly executed on the day and year first written above.

Licensee:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation

Its: Manager

By: _____ (SEAL)

Nellie Jabbari

Area Manager Real Estate Transactions

EXHIBIT A

(Attached Hereto)

EXHIBIT B

OVERALL 60'x69' SITE

ALL THAT LOT, TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE STATE OF NORTH CAROLINA, COUNTY OF GUILFORD, CONSISTING OF 0.095 ACRES, BEING A PORTION OF PARCEL NOW OR FORMERLY OWNED BY CITY OF HIGH POINT, AS DESCRIBED IN DEED BOOK 2961 PAGE 68, AND SHOWN AS OVERALL 60'x69' SITE ON THAT CERTAIN SURVEY TITLED SITE SURVEY, SHEETS V1-V3, PREPARED BY AC&S ENGINEERING, INC., DATE OF SURVEY 04/25/16, LAST REVISED 05/27/16, METES AND BOUNDS MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT 3/4" OPEN TOP LOCATED ON EASTERN BOUNDARY LINE OF SAID CITY OF HIGH POINT PROPERTY, ALSO BEING A COMMON CORNER WITH RALPH LAUREN CORPORATION, AS DESCRIBED IN DEED BOOK 7534, PAGE 492. THENCE RUNNING ALONG A TIE LINE N 76°31'12" W, A DISTANCE OF 182.17 FEET TO A 5/8" REBAR SET ON THE SOUTH EAST CORNER OF OVERALL 60'x69' SITE, HAVING A NORTH CAROLINA STATE PLANE COORDINATES (NAD 83) N: 809,150.81', E: 1,712,535.08 THIS POINT BEING THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, N 88°26'10" W, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET ON THE SOUTH WEST CORNER OF SAID OVERALL SITE;
THENCE N 01°33'50" E, A DISTANCE OF 69.00 FEET TO A 5/8" REBAR SET ON THE NORTH WEST CORNER OF SAID OVERALL SITE;
THENCE S 88°26'10" E, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET ON NORTH EAST CORNER OF SAID OVERALL SITE;
THENCE S 01°33'50" W, A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING.

THIS OVERALL 60'x69' SITE TO CONTAIN 4,140 SQ. FT. OR 0.095 ACRES MORE OR LESS.

Prepared By:
Parker Poe Adams & Bernstein LLP (BGB)
P.O. Box 389
Raleigh, NC 27602

Return to:

Cross Index with Book 4688, Page 1453
Book R 6578, Page 1552
Book R 6864, Page 1536

PIN: 7810284858

MEMORANDUM OF FOURTH AMENDMENT TO LICENSE AGREEMENT

THIS MEMORANDUM OF FOURTH AMENDMENT TO LICENSE AGREEMENT ("Amended Memorandum") is made effective this ____ day of _____, 2016, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation ("Licensor"), with a mailing address of P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee"), and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BELL SOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("BellSouth"), with a mailing address of New Cingular Wireless PCS, LLC, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, Georgia 30324.

WHEREAS, Licensor and BellSouth entered into that certain License Agreement dated June 24, 1996 (as amended and assigned, the "Agreement"), whereby Licensor granted a license to BellSouth to use, in accordance with the terms of the Agreement, a portion of that property (said licensed portion being the "Site") located at 2011 E. Martin Luther King Jr. Drive (PIN 7810284858), High Point, Guilford County, North Carolina, which property is described in Book 2961, Page 68 in the Guilford County Register of Deeds ("Registry"), together with any access,

Site Name: Five Points
Crown BU: 812149
Cingular Site: 10018523
PPAB 3181530V1

utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Site is described in, that Memorandum of License and Amendment to License ("First Amendment") recorded on May 18, 1998, in Book 4688, Page 1453 of the Registry, which amended the description of the Site and established the commencement date of the Agreement as October 20, 1997; and

WHEREAS, Licensors and Licensee, as successor in interest in the Agreement to BellSouth, entered into that Second Amendment to License Agreement dated July 25, 2006 ("Second Amendment"), to amend the description of the Site, among other changes, a memorandum of which is recorded in Book R 6578, Page 1552 in the Registry; and

WHEREAS, Licensors and Licensee entered into that Third Amendment to License Agreement dated January 4, 2008 ("Third Amendment"), a memorandum of which is recorded in Book R 6864, Page 1536 in the Registry; and

WHEREAS, the Agreement has an original term, including all extended terms, that will expire on October 19, 2027 ("Original Term"), and Licensors and Licensee now desire to amend the description of the Site and to make other changes; and

WHEREAS, Licensors and Licensee made and entered into a Fourth Amendment to License Agreement of even date herewith ("Fourth Amendment") and pursuant to the terms of, and for that consideration recited in, the Fourth Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Licensors hereby license to Licensee such additional property to increase the size of the Site licensed by Licensors to Licensee to approximately 4,140 square feet, as same is described as the "Overall 60'x69' Site" on Exhibit A attached to the Fourth Amendment and attached hereto and incorporated herein, and described as the "Overall 60'x69' Site" by metes and bounds in Exhibit B attached to the Fourth Amendment and attached hereto and incorporated herein. The Agreement is amended to reflect such increase and modification in the size and dimensions of the Site and any reference to the Site shall include the amended description provided herein. Exhibit A and Exhibit B attached to the Fourth Amendment and attached hereto shall replace any and all descriptions of the Site.

2. This Amended Memorandum contains only selected provisions of the Fourth Amendment, and reference is made to the full text of the Agreement and the Fourth Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Fourth Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Licensee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Licensors:

City of High Point

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing Memorandum of Fourth Amendment to License Agreement for the purpose stated therein and in the capacity indicated: _____, as the _____ of the City of High Point, a North Carolina municipal corporation.

Date: _____

By: _____

Print Name: _____

Notary Public

[SEAL OR STAMP]

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Licensee:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation

Its: Manager

By: _____ (SEAL)

Nellie Jabbari

Area Manager Real Estate Transactions

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that she voluntarily signed the foregoing Memorandum of Fourth Amendment to License Agreement for the purpose stated therein and in the capacity indicated: New Cingular Wireless PCS, LLC, a Delaware limited liability company, by its Manager, AT&T Mobility Corporation, a Delaware corporation, by Nellie Jabbari, its Area Manager Real Estate Transactions.

Date: _____

By: _____

Print Name: _____

Notary Public

My Commission Expires: _____

[SEAL OR STAMP]

EXHIBIT A

(Attached Hereto)

EXHIBIT B

OVERALL 60'x69' SITE

ALL THAT LOT, TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE STATE OF NORTH CAROLINA, COUNTY OF GUILFORD, CONSISTING OF 0.095 ACRES, BEING A PORTION OF PARCEL NOW OR FORMERLY OWNED BY CITY OF HIGH POINT, AS DESCRIBED IN DEED BOOK 2961 PAGE 68, AND SHOWN AS OVERALL 60'x69' SITE ON THAT CERTAIN SURVEY TITLED SITE SURVEY, SHEETS V1-V3, PREPARED BY AC&S ENGINEERING, INC., DATE OF SURVEY 04/25/16, LAST REVISED 05/27/16, METES AND BOUNDS MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT 3/4" OPEN TOP LOCATED ON EASTERN BOUNDARY LINE OF SAID CITY OF HIGH POINT PROPERTY, ALSO BEING A COMMON CORNER WITH RALPH LAUREN CORPORATION, AS DESCRIBED IN DEED BOOK 7534, PAGE 492. THENCE RUNNING ALONG A TIE LINE N 76°31'12" W, A DISTANCE OF 182.17 FEET TO A 5/8" REBAR SET ON THE SOUTH EAST CORNER OF OVERALL 60'x69' SITE, HAVING A NORTH CAROLINA STATE PLANE COORDINATES (NAD 83) N: 809,150.81', E: 1,712,535.08 THIS POINT BEING THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, N 88°26'10" W, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET ON THE SOUTH WEST CORNER OF SAID OVERALL SITE;

THENCE N 01°33'50" E, A DISTANCE OF 69.00 FEET TO A 5/8" REBAR SET ON THE NORTH WEST CORNER OF SAID OVERALL SITE;

THENCE S 88°26'10" E, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET ON NORTH EAST CORNER OF SAID OVERALL SITE;

THENCE S 01°33'50" W, A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING.

THIS OVERALL 60'x69' SITE TO CONTAIN 4,140 SQ. FT. OR 0.095 ACRES MORE OR LESS.



Comprehensive Fee Schedule

Adopted November 7, 2016



Comprehensive Fee Schedule

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NORTH CAROLINA'S INTERNATIONAL CITY™

Comprehensive Fee Schedule

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Comprehensive Fee Schedule

City Clerk's Office

Copies, CD's & DVD's

The City cannot charge a fee for a copy of a public record that exceeds the actual cost to the public agency of making the copy.

Actual Cost:

- Direct, chargeable costs related to the reproduction of a public record as determined by generally accepted accounting principles
- Does *not* include costs that would have been incurred by the public agency if a request to reproduce a public record had not been made.

Special Service Charge:

(This is a charge that can be in addition to the Actual Cost. Must be reasonable and fair.)

- Request requires extensive use of information technology resources, OR
- Extensive clerical or supervisory assistance by City personnel, OR
- If the medium requested results in a greater use of information technology resources than that established by the City for reproduction of the volume of information requested.

Appeals/Complaints:

- Allegations of unfair/unreasonable
- Request to for Mediation by the State Chief of Information Officer or his designee

Records That Do Not Exist:

- City is not required to respond to a request for a copy of a public record by creating or compiling a record that *does not exist*. If the City, voluntarily elects to create or compile a record, it may negotiate a reasonable charge for the service with the requester. The City is not required to put into electronic medium a record that is not kept in electronic medium.

Copies	Per Copy
Black/White	\$ 0.07
Color	\$ 0.10
CD's	
Each CD	\$ 5.00
DVD's	
Each DVD	\$ 5.00

Miscellaneous Fees

Municipal Vehicle Tax	20
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Comprehensive Fee Schedule

Electric

ELECTRIC RATE SCHEDULE RATE Z-STREET LIGHTING SERVICE

Availability

Available to Municipal, County, State, or Federal Government, on the City's distribution system. This schedule is not available for service to non-governmental entities.

Monthly Rate

(A) BRACKET MOUNTED LUMINAIRES

All-night outdoor lighting service using City standard equipment mounted on standard poles (thirty- five (35) foot, class 6 wood poles):

Lumens	Wattage	kWh Per Month	Type of Fixture	Monthly Charge
High Pressure Sodium Vapor				
9,500	100	47	Urban (Cobra Head	\$ 13.60
9,500	100	47	Pedestrian light	\$ 47.06
27,500	250	104	Urban (Cobra Head)	\$ 16.85
27,500	250	104	Vector	\$ 46.28
50,000	400	156	Urban (Cobra Head)	\$ 20.20
50,000	400	156	Vector	\$ 50.32
124,000	1000	391	Urban (Cobra Head)	\$ 39.81
Mercury Vapor (closed to new installations)				
7,500	175	75	Urban (Cobra Head)	\$ 11.43
10,000	250	104	Urban (Cobra Head)	\$ 11.20
20,000	400	152	Urban or Suburban	\$ 15.17

(B) OTHER LUMINAIRES

Decorative and non-standard luminaires can be installed on request, at the City's option, at the rate in (A) above plus an extra monthly charge equal to 1.7% of the estimated difference in cost installed between the luminaire and structure requested and the equivalent luminaire and wood pole in (A) above.

(C) UNDERGROUND CHARGES

Additional monthly charge for the underground conductor system:

Feet Per Pole	From Overhead System	From Underground System
0-100 Feet	\$0.69	\$0.49
100-200 Feet	\$1.24	\$1.05
200-300 Feet	\$2.22	\$2.02
300-400 Feet	\$3.19	\$2.99
400-500 Feet	\$4.15	\$3.94

(D) OTHER CHARGES

Additional monthly charge for the following items:

Item	Charge Per Month	Item	Charge Per Month
Extra Pole (35' Wood)	\$2.71	Down Guy	\$0.92
Extra Pole Height (40' Wood)	\$2.96	Fiberglass Pole (30/35')	\$5.17
Extra Pole Height (45' Wood)	\$4.45	Fiberglass Pole (40')	\$6.88
Extra Pole Height (50' Wood)	\$10.06	Long Bracket	\$1.10
Extra Pole Height (55' Wood)	\$10.97	Aluminum Pole (50')	\$20.00
Lighting Control Center	\$66.70	Decorative Base	\$4.26



Comprehensive Fee Schedule

Electric

ELECTRIC RATE SCHEDULE RATE Z-STREET LIGHTING SERVICE (Cont'd)

Monthly Rate (Cont'd)

- (E) Service using overhead conductors is not available in any area designated by the City as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (F) When the installation requires the cutting and replacing of pavement of more than one drive or one walkway per luminaire, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the charges above.
- (G) When an installation is in an area served by a concrete-encased duct system, additional charges stated above, will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.

Explanatory Notes

- A. Lamps will burn from approximately one half-hour after sunset until approximately one half-hour before sunrise. The City will readily replace burned-out lamps and otherwise maintain the luminaires during regular day-time working hours following notification by the Customer.
- B. Luminaires will be installed only on City-owned poles, and all facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the City.
- C. Equipment (such as disconnecting switches) not supplied by the City as standard is not available under this Schedule, and shall not be installed by the Customer.
- D. This Schedule is not available for seasonal or other part-time operation of outdoor luminaires.
- E. All facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, or other structures, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the City. Variance from this ownership clause must be approved by the Director of Electric Utilities.

SALES TAX

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

Outdoor Lights - Lighting Contracts

All wood pole mounted lighting includes one pole and aerial wiring. Extra charges will apply for underground wiring installations.

Traditional Area Open Lighting installed with **aerial wiring** requires a **ONE YEAR** contract.

All lighting installed with **underground wiring** requires a **FIVE YEAR** contract.

Town & Country Decorative, Flood lighting, and Architectural fixtures require a **FIVE YEAR** contract.

Once you sign your contract, please allow the City of High Point 30 to 60 days to complete the services. Your account will only be charged once the light is installed and working.

NOTE: PRICES ARE SUBJECT TO CHANGE.

Some additional charges will apply to services that include decorative/fiberglass poles, aluminum poles, brackets, and additional poles/wiring. Speak with your engineering representative for more details.

LED lighting will be available in the future. Prices and styles are unavailable at this time.

Outdoor Lights - Guidelines for Rental and Leased Properties

Tenants or Occupants of rental or leased properties cannot sign for outdoor lighting. The owner of the rented or leased property is the only person permitted to sign the one or five year contract, allow access for construction of the light, hardware and wiring, and setup the billing account for the particular property. The billing for the light will be sent to the owner throughout the duration of your chosen contract, not the tenant or occupant.

Outdoor Lights - Bulb Types

The city no longer uses Mercury Vapor bulbs, therefore all new lighting installations include High Pressure Sodium bulbs. Metal Halide bulbs are also available for Flood and Shoebox lighting and can be ordered in fixtures requiring 1000 watts. Restrictions for 1000 watts may apply for particular city areas due to lighting ordinances. High Pressure Sodium gives the yellowish amber color and the Metal Halide provides a white lumen appearance.

Outdoor Lights - Light Repair

Rented lights will be repaired within two working days after customers notify the department of problems. Street lights will be repaired within five working days.

Outdoor Lights - Traditional Open Area Light

Available Wattage	Rate	
100 W	\$	10.44 per month
200 W	\$	15.83 per month
Mounted on a 35 ft. wooden pole		
We have a bronze pole for a decorative look at an additional charge		



Comprehensive Fee Schedule

Electric

Outdoor Lights - Cobra Style Light

Available Wattage	Rate	
100 W	\$	14.31 per month
250 W	\$	17.53 per month

Mounted on a 35 ft. pole

Outdoor Lights - Flood Light (High Pressure Sodium and Metal Halide Bulbs)+B64

Commercial - Nonresidential

Available Wattage	Rate	
250 W (HPS or MH)	\$	20.60 per month
400 W (MH)	\$	22.48 per month
1000 W (MH only)	\$	30.40 per month

Mounted on a 40 ft. wooden pole

We have a black pole for a decorative look at an additional charge. 400W & 1000W ONLY available with Metal Halide bulbs, 250W has High Pressure Sodium and Metal Halide

Outdoor Lights - Architectural/Parking Lot

Commercial - Decorative

Available Wattage	Rate	
250 W (HPS)	\$	35.73 per month
250 W (MH)	\$	39.67 per month
400 W (HPS)	\$	37.58 per month
400 W (MH)	\$	41.50 per month

Mounted on a 35 ft. or 40 ft. black fiberglass pole. You are able to add multiple fixtures per pole to fit your lighting needs available with High Pressure Sodium or Metal Halide bulbs

Outdoor Lights - Town and Country

Available Wattage	Rate	
100 W	\$	17.53 per month
250 W (Subdivisions only)	\$	28.10 per month
A decorative base is available for an extra*	\$	4.26 per month

The 100W bulb is mounted on a 16 ft. black aluminum pole

The 250W bulb is mounted on a 20 ft. pole

*This light can **only** be service by underground wire

Outdoor Lights - High Mast, Concrete Base

Commercial - Nonresidential

Available Wattage	Rate	
1000 W (Single fixture)	\$	101.73 per month
1000 W (add for Multiple fixtures)	\$	32.79 per month

Metal Halide Bulb Only; Requires Concrete Base



Comprehensive Fee Schedule

Electric

Outdoor Lights - Black Fiberglass/Aluminum Poles

Adds a decorative touch

	Rate	
30/35' pole	\$ 5.17	per month
40' pole	\$ 6.88	per month
50 ft. Aluminum pole also available (required for 1000W floods)	\$ 20.00	per month

* All of the above requires a 5 year contract

Outdoor Lights - Fluted Pole with Clam Shell Base

Available only for Town and Country lights

	Rate	
Clam Shell	\$ 4.26	per month



Comprehensive Fee Schedule

Electric

RATE 1-RESIDENTIAL SERVICE, ALL ELECTRIC, ENERGY CONSERVATION

(Formerly Rate Schedule RCSC)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

To qualify for service under this schedule, the residence needs to be a new structure, built to current state building code requirements and all air conditioning/heat pumps need to have a Seasonal Energy Efficiency Ratio (SEER) rating of at least 13. Any existing residence that can be modified to meet these requirements will qualify.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

		Base Rate
Basic Facilities Charge per month:		\$ 13.15
Energy Charge:		
	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309/ kWh	
For all over 350 kWh	\$0.116055/ kWh	
For the first 350 kWh		\$0.110309/ kWh
For all over 950 kWh		\$0.098083/ kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 3-RESIDENTIAL SERVICE, ENERGY CONSERVATION WITH WATER HEATING

(Formerly Rate Schedule RCEC)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation.

Heaters having only a lower element may have wattages up to but not exceeding the specific wattages as shown below for various tank capacities:

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 39	3500
40 - 49	4500
50 - and Larger	5500

To qualify for service under this schedule, the residence needs to be a new structure, built to current state building code requirements and all air conditioning/heat pumps need to have a Seasonal Energy Efficiency Ratio (SEER) rating of at least 13. Any existing residence that can be modified to meet these requirements will qualify.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

	Base Rate	
Basic Facilities Charge per month:	\$	13.15
Energy Charge:	Billing Months July-October	Billing Months November-June
For the first 350 kWh	\$0.110309 / kWh	
For all over 950 kWh	\$0.116055 / kWh	
For the first 350 kWh		\$0.110309 / kWh
For the next 950 kWh		\$0.107930 / kWh
For all over 1,300 kWh		\$0.103085 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.

Electric

RATE 12-RESIDENTIAL SERVICE, ALL ELECTRIC (Formerly Rate Schedule RAE)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

		Base Rate
Basic Facilities Charge per month:	\$	13.15
Energy Charge:		
	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.111033 / kWh	
For all over 350 kWh	\$0.123748 / kWh	
For the first 350 kWh		\$0.111033 / kWh
For the next 950 kWh		\$0.112374 / kWh
For all over 1,300 kWh		\$0.105209 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.

Electric

RATE 15-RESIDENTIAL SERVICE, ENERGY CONSERVATION (Formerly Rate Schedule REC)

Availability

This schedule is closed and not available to locations where the customer was not served by the City prior to August 18, 1994.

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation.

To qualify for service under this schedule, the residence needs to be a new structure, built to current state building code requirements and all air conditioning/heat pumps need to have a Seasonal Energy Efficiency Ratio (SEER) rating of at least 13. Any existing residence that can be modified to meet these requirements will qualify.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

	Base Rate	
Basic Facilities Charge per month:	\$	13.15
Energy Charge:	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309 / kWh	
For all over 350 kWh	\$0.121119 / kWh	
For the first 350 kWh		\$0.110309 / kWh
For the next 950 kWh		\$0.110131 / kWh
For all over 1,300 kWh		\$0.105187 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 16-RESIDENTIAL SERVICE, ELECTRIC WATER HEATER (Formerly Rate Schedule RC)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

	Base Rate	
Basic Facilities Charge per month:	\$	13.15
Energy Charge:	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309 / kWh	
For the next 950 kWh	\$0.122043 / kWh	
For all over 1300 kWh	\$0.121921 / kWh	
For the first 350 kWh		0.110309 / kWh
For the next 950 kWh		0.122043 / kWh
For all over 1,300 kWh		0.113420 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.

Electric

RATE 18-RESIDENTIAL SERVICE, NON-ELECTRIC WATER HEATER

(Formerly Rate Schedule R)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating is not supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

		Base Rate
Basic Facilities Charge per month:		\$ 13.15
Energy Charge:	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309 / kWh	
For the next 950 kWh	\$0.124519 / kWh	
For all over 1300 kWh	\$0.121919 / kWh	
For the first 350 kWh		0.110309 / kWh
For the next 950 kWh		0.124519 / kWh
For all over 1,300 kWh		0.112082 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

Rate 10-General Service; Commercial/Industrial (Formerly Schedule C)

Availability

- (a) Available to the individual customer.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential or Industrial Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge per month:	\$ 17.42

Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$ 5.75 / kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.155648 / kWh
For the next 87,000 kWh	\$0.078115 / kWh
For all over 90,000 kWh	\$0.061944 / kWh
For the Next 275 kWh Billing Demand Per Month:	
For the first 6,000 kWh	\$0.107497 / kWh
For the next 95,000 kWh	\$0.079609 / kWh
For all over 101,000 kWh	\$0.077005 / kWh
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.071242 / kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.



Comprehensive Fee Schedule

Electric

RATE 10-GENERAL SERVICE; Commercial/Industrial (Cont'd)

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum-recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt- hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 11-GENERAL SERVICE, COMMERCIAL, WATER HEATER (Formerly Schedule W)

Availability

This rate is available only to customers receiving service at 575 volts or less on Rate 10 or Rate 21, provided that water heaters are of the insulated storage type, and that energy used is limited to the heating of water for purposes other than space heating.

Type of Service

The City will furnish 60 Hertz service, single or three (3) phase, sub-metered at the same point of delivery and at the same voltage as the energy which is delivered to the customer on Rate 10 or Rate 21.

Monthly Rate

Base Rate

For the first 100 kWh	\$0.132387 / kWh
For all over 100 kWh	\$0.091425 / kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE SCHEDULE 21-INDUSTRIAL SERVICE (Formerly Schedule P)

Availability

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual, 1957 or later revision published by the Bureau of the Budget, United States Government.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for auxiliary or breakdown service, and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary right-of-way, rights, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event that it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, satisfactory point of delivery and permits. (a) Available to the individual customer.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

Base Rate

Basic Facilities Charge per month:	\$ 27.11
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Demand Charge:

For the first 30 kW of Billing Demand per month	No Charge
For all over 30 kW of Billing Demand per month	\$5.69/kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.154665 /kWh
For the next 87,000 kWh	\$0.083727 /kWh
For all over 90,000 kWh	\$0.066313 /kWh
For the Next 275 kWh Billing Demand Per Month:	
For the first 140,000 kWh	\$0.077129 /kWh
For all over 140,000 kWh	\$0.069417 /kWh
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.065921 /kWh



Comprehensive Fee Schedule

Electric

RATE SCHEDULE 21-INDUSTRIAL SERVICE (Cont'd)

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum-recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 24- BUILDING CONSTRUCTION SERVICE (Formerly Schedule GP)

Availability

- (a) Available only as temporary service to builders for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the City's lines.
- (b) This Schedule is not available for permanent service to any building or other establishment, or for service to construction projects of types other than the foregoing, to rock crushers, asphalt plants, carnivals, fairs, or other non-permanent connections. Such service will be provided on the City's General Service Schedule.
- (c) This Schedule is not available for auxiliary or breakdown service, and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other Schedule of the City.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

Basic Facilities Charge per month:

Base Rate

\$ 16.24

Energy Charge:

For the first 50 kWh

\$0.000000 / kWh

For all over 50 kWh

\$0.086567 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 25-GENERAL SERVICE, ALL ELECTRIC (Formerly Schedule CAE)

Availability

- (a) Available to the individual customer, with a 12-month average load factor over 80 percent.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premise.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential or Industrial Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits.
- (e) Available only to establishments in which environmental space conditioning is required and all energy for all such conditioning is supplied electrically through the same meter as all other electric energy used in the establishment.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

Basic Facilities Charge per month:	Base Rate \$ 27.04
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Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$5.74 / kW

Energy Charge:

	Billing Months April-November	Billing Months December-March
For the First 125 kWh per KW Billing Demand Per Month:		
For the first 3,000 kWh	\$0.150113 / kWh	\$0.142689 / kWh
For the next 87,000 kWh	\$0.084110 / kWh	\$0.084113 / kWh
For all over 90,000 kWh	\$0.056723 / kWh	\$0.056723 / kWh

For the Next 275 kWh Billing Demand Per Month:

For the first 140,000 kWh	\$0.080212 / kWh	\$0.076247 / kWh
For all over 140,000 kWh	\$0.072232 / kWh	\$0.068659 / kWh

For all Over 400 kWh per kW Billing Demand Per Month:

For all kWh per month	\$0.069232 / kWh	0.065809 / kWh
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Comprehensive Fee Schedule

Electric

RATE 25-GENERAL SERVICE, ALL ELECTRIC (Cont'd)

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) Fifty percent (50%) of the customer's maximum-recorded demand.
- (2) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 33-GENERAL SERVICE & INDUSTRIAL TIME OF DAY (Formerly Schedule 0)

Availability

- (a) Available on a voluntary and limited basis to individual establishments.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premise.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge	\$ 79.75
Demand Charge	
On-Peak	\$17.14 per kW
Energy Charges	\$0.048650 per kWh

Determination of On-Peak Hours:

SEASON	CALENDAR MONTHS	ON-PEAK HOURS
Winter	December-February	07:00-10:00
Spring	March-May	07:00-09:00
Summer	June-September	07:00-08:00
Fall	October-November	07:00-09:00

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.



Comprehensive Fee Schedule

Electric

RATE 33-GENERAL SERVICE & INDUSTRIAL TIME OF DAY (Cont'd)

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured during the on peak period hours.
- (2) Fifty percent (50%) of the customer's maximum-recorded demand.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 34- COMMERCIAL & INDUSTRIAL COINCIDENT PEAK (Formerly Schedule CPC)

Availability

- (a) Available on an experimental case basis for Industrial and Commercial customers whose anticipated total electrical demand exceeds 300 kilowatts and 60% load factor. Until otherwise evaluated and accepted by City Council this rate shall be limited to fifty accounts.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential or Industrial Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. This Schedule is available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge	\$ 81.05
Demand Charge	
Summer Demand Charge (June - September)	\$22.25 per kW
Winter Demand Charge (October - May)	\$7.41 per kW
Energy Charges	\$ 0.061944 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 34- COMMERCIAL & INDUSTRIAL COINCIDENT PEAK (Cont'd)

Determination of Billing Demand

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am-9am and 2pm-6pm

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 35-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS 100kW-500kW (Formerly Schedule CP-100)

Availability

- (a) Available only to new commercial or industrial loads which begin receiving service after July 1, 1998. The demand of the new load must equal or exceed 100 KW, but be less than 500 KW during at least three months of a twelve-month period.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. Available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

		Base Rate
Basic Facilities Charge		\$ 142.68
Demand Charge		
Summer Demand Charge	(June - September)	\$ 25.68 per kW
Winter Demand Charge	(October - May)	\$ 7.14 per kW
Energy Charges		\$ 0.049934 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 35-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS 100kW-500kW (Cont'd)

Determination of Billing Demand (Cont'd)

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am-9am and 2pm-6pm

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 36-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK,NEW LOADS 500kW-3000kW (Formerly Schedule CP-100)

Availability

- (a) Available only to new commercial or industrial loads which begin receiving service after July 1, 1998. The demand of the new load must equal or exceed 500 KW but be less than 3,000 KW during at least three months of a twelve-month period.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. Available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

		Base Rate
Basic Facilities Charge		\$ 356.68
Demand Charge		
Summer Demand Charge	(June - September)	\$ 24.96 per kW
Winter Demand Charge	(October - May)	\$ 4.27 per kW
Energy Charges		\$ 0.048508 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 36-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS 500kW-3000kW (Cont'd)

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am - 9am and 2pm - 6pm

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 37-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS EXCEEDING 3000kW (Formerly Schedule CP-3000)

Availability

- (a) Available only to new industrial loads, which begin receiving service after July 1, 1998. The demand of the new load must equal or exceed 3000 *fON* during at least three months of a twelve-month period.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premise.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. This Schedule is available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge	\$ 356.68
Demand Charge	
Summer Demand Charge (June - September)	\$ 22.77 per kW
Winter Demand Charge (October - May)	\$ 3.56 per kW
Energy Charges	
First 438 kWh per On Peak Demand	\$ 0.043071 per kWh
All remaining kWh	\$ 0.041716 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 37-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS EXCEEDING 3,000kW (Cont'd)

Determination of Billing Demand

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am - 9am and 2pm - 6pm

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 41 - GENERAL SERVICE, NEW CONSTRUCTION

Availability

This schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on single, contiguous premises. This schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in a contract with the Customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits, for the delivery of such power. The City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge per month	\$ 24.71

Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$3.94 per kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.119450 per kWh
For the next 87,000 kWh	\$0.073551 per kWh
For all over 90,000 kWh	\$0.072936 per kWh

For the Next 275 kWh Billing Demand Per Month:

For the first 6,000 kWh	\$0.069058 per kWh
For the next 134,000 kWh	\$0.060959 per kWh
For all over 140,000 kWh	\$0.059964 per kWh

For all Over 400 kWh per kW Billing Demand Per Month:

For all kWh per month	\$0.057385 per kWh
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Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.



Comprehensive Fee Schedule

Electric

RATE 41 - GENERAL SERVICE, NEW CONSTRUCTION (Cont'd)

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

This rate was designed to match a Duke Power LGS Rate, and will be adjusted whenever the North Carolina Utilities Commission approves a change in the Duke Power rate.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 43 - INDUSTRIAL SERVICE, NEW CONSTRUCTION

Availability

Available only to initial customer of new commercial buildings completed after September 1, 2003. The customer shall be an establishment classified as "Manufacturing Industries" by the Standard Industrial Classification Manual, 1957 or later revision published by the Bureau of the Budget, United States Government, and only where more than fifty percent (50%) of the total electric consumption of such establishment is used for its manufacturing processes. Minimum load to qualify is 30 f<JN.. Minimum load to qualify is 30 f<JN.

This schedule shall be used solely by the Customer in a single enterprise, located entirely on single, contiguous premises. This schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in a contract with the Customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits, for the delivery of such power. The City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 25 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge per month	\$ 19.91

Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$ 4.62 per kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.123850 per kWh
For the next 87,000 kWh	\$0.071732 per kWh
For all over 90,000 kWh	\$0.068882 per kWh
For the Next 275 kWh Billing Demand Per Month:	
For the next 140,000 kWh	\$0.058919 per kWh
For all over 140,000 kWh	\$0.057055 per kWh
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.054647 per kWh



Comprehensive Fee Schedule

Electric

RATE 43-INDUSTRIAL SERVICE, NEW CONSTRUCTION (Cont'd)

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

This rate was designed to match a Duke Power I Rate, and will be adjusted whenever the North Carolina Utilities Commission approves a change in the Duke Power rate.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 45 -TIME OF DAY INDUSTRIAL SERVICE, NEW CONSTRUCTION

Availability

Available only to new commercial or industrial loads which begin receiving service after July 1, 2003. The demand of the new load must equal or exceed 500 kW during at least three months of a twelve-month period. Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permit for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event the City is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

Available only to initial customer of new commercial buildings completed after September 1, 2003. The customer shall be an establishment classified as "Manufacturing Industries" by the Standard Industrial Classification Manual, 1957 or later revision published by the Bureau of the Budget, United States Government, and only where more than fifty percent (50%) of the total electric consumption of such establishment is used for its manufacturing processes. Minimum load to qualify is 30 kW.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 25 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Industrial	Commercial
Basic Facilities Charge	\$ 34.31	\$ 33.24
Demand Charge		
Summer (June-Sept.)		
For the first 2000 kW Billing Demand	\$16.0301 per kW	\$16.2522 per kW
For the next 3000 kW Billing Demand	\$14.6869 per kW	\$14.8877 per kW
For all over 5000 kW Billing Demand	\$13.3312 per kW	\$13.5105 per kW
Winter (Oct-May)		
For the first 2000 kW Billing Demand	\$ 9.4497 per kW	\$ 9.5670 per kW
For the next 3000 kW Billing Demand	\$ 8.0938 per kW	\$ 8.1900 per kW
For all over 5000 kW Billing Demand	\$ 6.7261 per kW	\$ 6.8004 per kW
Energy Charge		
All Energy	\$0.041543 per kWh	\$0.042932 per kWh



Comprehensive Fee Schedule

Electric

RATE 45 -TIME OF DAY INDUSTRIAL SERVICE, NEW CONSTRUCTION (Cont'd)

Determination of On-Peak Hours:

SEASON	CALENDAR MONTHS	ON-PEAK HOURS
Winter	December-February	07:00-10:00
Spring	March-May	07:00-09:00
Summer	June-September	07:00-08:00
Fall	October-November	07:00-09:00

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured during the applicable season on-peak period during the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum recorded demand.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

This rate was designed to match a Duke Power OPT I & OPT G Rates, and will be adjusted whenever the North Carolina Utilities Commission approves a change in the Duke Power rate.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Transit System

Hi Tran

Fares

Regular - Single Ticket	\$ 1.00
Senior Citizen - Single Ticket	\$ 0.50
Disabled - Single Ticket	\$ 0.50
Medicare Cardholder - Single Ticket	\$ 0.50
Children 43" or shorter - limit 3 per paying adult	Free
All Transfers	Free

In addition to paying the exact cash fare, Hi Tran has several types of passes that passengers may use to make riding convenient

Regular Fare Passes	\$ 10.00
Half Fare Passes	\$ 5.00
Regular Fare 30-Day Pass	\$ 40.00
Reduced Fare 30-Day Pass	\$ 20.00



Comprehensive Fee Schedule

Library

Library Cards and Overdue Fees

All Guilford County taxpayers, all residents of High Point or Guilford County, and all current and retired employees of the City of High Point receive library cards free of charge. Other library users should pay the current fee established by the Board for obtaining library cards (currently \$40 per year).

Overdue fines are charged on items that are not returned by the date due. The charge is 10¢ per day per item.

If you owe fines amounting to \$5.00 or more, your account must be paid in full before materials may be checked out or renewed. Online renewals are also restricted to fines of any amount. Also, those owing \$5 or more may not use the library's Public Computing Center or submit Interlibrary Loan requests until the amount is paid in full.

Public Computing Center

Black & White Prints	\$.20 each
Color Prints	\$.40 each
Flash Drives (4GB)	\$ 5.00 each

Heritage Research Center

Obituaries

There is no fee to search our High Point Enterprise index for a single obituary. Requests are accepted via telephone, e-mail, or ground mail. There is no search fee to conduct a surname search of obituaries, if you visit the library. The search will be conducted as time allows. The cost of copies requested by phone or e-mail will be determined on an individual basis.

Photocopies

Requests for articles or information from the High Point Enterprise will be accepted if an entry can be located in our index or if a specific date is specified. The index we've created includes only stories related to High Point, itself, and with the exception of obituaries, only covers the period since 1997.

We can also search city directories for individual listings (maximum of 5 years searched at one time), or provide copies from local histories, genealogies, record abstracts, and original records on microfilm. We limit remote users to one specific request per contact, one contact per day. If found, a hard copy of the item will be reproduced and mailed at a cost of \$2 for the first 5 pages and .25 for each additional page, up to a maximum of 20 pages.

Scanning

Requests for scanned images are limited to one specific item per inquiry, one inquiry per day. A valid e-mail address is required, and scanned images will be processed and sent as an attachment, free of charge, as time allows. Requests for scanned images received on weekends will be filled during the following week.

Note

All services and prices are subject to change at any time, without notice, at the discretion of the Library Board of Trustees.

All Returned Checks are Subject to a \$25 Fee



Comprehensive Fee Schedule

Parks & Recreation

Refund Policies

Rental Refund Policy (Applies to Shelters, Fields, Facility, and Campground Rentals)

If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date, there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and requests for refunds must be in writing or can be submitted by email.

Rainout Refunds

A rainout is defined as a shelter cancellation due to inclement weather. The customer will need to wait until the day of their event to contact Parks & Recreation staff to cancel because of rain.

- If the reservation is at a community park on a weekend, the customer should leave a voicemail at 336-883-3469.
- If the event is scheduled at Oak Hollow Park, Festival Park, North Overlook or Sailboat Point, customers should call 336-883-3494.
- If the event is scheduled at High Point City Lake, customers should call 336-883-3498.

The customer can receive a refund or reschedule for another date at the time of cancellation. We are not allowed to carry a credit on a customer's account for more than two weeks. If the customer has not called back to reschedule by two weeks after the original reserved date, we will process a refund. If the renter uses the shelter at any time during their rental, they will forfeit this rainout refund.

Program Refunds

A full refund will be issued if High Point Parks & Recreation Department cancels a program. Refunds requested by customers must be in writing or can be submitted by email. Refunds will be issued on a case-by-case basis. There may be specific cancellation policies that vary by program. This information must be included in registration materials.

Unless noted otherwise, if a program has not begun and no costs have been expended for the participant (i.e. t-shirt, trophy, etc.) a full refund may be issued. If expenses have occurred for the participant, the refund will be the cost of the program, minus any expenses that have occurred. If a customer has participated in more than half of the program, no refund will be issued.



Comprehensive Fee Schedule

Parks & Recreation

Beer & Wine Policy

Rules for the Sale of Malt Beverages and/or Unfortified Wine

1. The sale of alcoholic beverages is permitted at Oak Hollow and Blair Park Golf Courses.
2. Beer (malt beverages) will be sold and dispensed in accordance with North Carolina ABC regulations. All state laws concerning the sale and consumption of beer shall be strictly adhered to.
3. At least one grillroom employee shall be eighteen (18) years of age or older during any particular shift.
4. The City reserves the right to refuse to sell beer to any person. Following are examples of, but not limited to, refusing the sale of beer:
 - A. Persons under 21 years of age
 - B. Improper or disruptive conduct
 - C. Person(s) appearing to be intoxicated
 - D. Lack of identification
5. Any person violating State alcoholic beverage laws as a part of their course of employment shall be subject to appropriate personnel action up to and including dismissal.
6. Any person observed by city staff to be violating State ABC Laws by providing beer to anyone under age shall have their golf playing privileges suspended.

Park Rentals

1. Alcoholic beverages are allowed during exclusive rentals or special events at the following facilities: Oak Hollow Tennis Center, Oak Hollow Park, High Point City Lake Park and High Point Athletic Complex.
2. All State laws concerning the sale and consumption of beer (malt beverages) shall be strictly adhered to.
3. Persons or agencies permitted to serve beer or wine must provide the city with a certificate of insurance showing \$2,000,000 dollars of liability insurance coverage.



Comprehensive Fee Schedule

Blair Park Golf Course

Green Fees

Play & Ride - Weekdays	Price
Regular 18 holes	\$ 27.00
Ladies (Thursday Only)	\$ 23.00
Seniors (Monday - Friday only, ages 55+)	\$ 22.00
Twilight (Starting time varies during the year)	\$ 21.00

Walking - Weekdays	Price
Regular 9 holes	\$ 10.00
Regular 18 holes	\$ 13.00
Ladies (Thursday Only)	\$ 10.00
Seniors (Age 55 & up)	\$ 10.00
Juniors (Under 18)	\$ 10.00
Seniors & Juniors (9 Holes after 1pm)	\$ 8.00

Play & Ride - Weekends	Price
18 Holes (Before 12pm)	\$ 30.00
18 Holes (After 12pm)	\$ 24.00

Walking - Weekends	Price
18 Holes (After 12pm)	\$ 16.00
9 Holes (Last two hours of play)	\$ 9.00

Golf Cart Fees	Price
18 Holes per person	\$ 15.00
9 Holes per person	\$ 9.00

Winter Rates (Start December 1 - February 28)	Price
Play & Ride - Weekdays (Monday - Friday)	\$ 26.00
Play & Ride - Weekends (Saturday, Sunday & Holidays)	\$ 30.00
Play & Ride - Seniors (Weekday only)	\$ 20.00

These Winter Rates include a \$3 voucher to be used in our Grillroom

Locker Rental (Yearly)	\$ 10.00
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School Groups - Weekdays Only - Per Team; Per Season	Price
Limited to 3 golf teams at any one time – golf carts not provided	
College Golf Team	\$ 675.00
High School Golf Team	\$ 575.00
Middle School Golf Team (Limit 2 days per week)	\$ 300.00



Comprehensive Fee Schedule

Blair Park Golf Course

Green Fees (Cont'd)

Green Fee and/or Cart Fee Discounts

A special discount green fee or cart fee may be established at either or both Oak Hollow or Blair Park golf courses to promote golf play during periods of poor weather, poor course conditions or to promote more golf play. This fee would be put into effect only by action of the Parks and Recreation Director. This discount fee may vary due to the conditions and goals of the promotion.

Entire Golf Course Rental

	Price
Monday - Thursday All day up to 120 golfers	\$ 2,750.00
Monday - Thursday 9am start time up to 120 golfers	\$ 2,250.00
Friday All day up to 120 golfers	\$ 3,000.00
Friday 9am start time up to 120 golfers	\$ 2,500.00
Additional fee of \$24.00 per golfer over 120	\$ 24.00



Comprehensive Fee Schedule

Oak Hollow Golf Course

Green Fees

Play & Ride - Weekdays	Price
Regular 18 holes with cart	\$ 32.00
Regular 9 holes with cart	\$ 22.00
Ladies Special (Tuesday only) with cart	\$ 24.00
Seniors with cart (Monday - Friday only, ages 55+)	\$ 24.00
Twilight with cart (Times varies during the year)	\$ 25.00

Walking - Weekdays	Price
Regular 9 holes	\$ 13.00
Regular 18 holes	\$ 17.00
Ladies Special (Tuesday only)	\$ 13.00
Seniors (Monday - Friday only, ages 55+)	\$ 13.00
Juniors (18 & under)	\$ 13.00
Seniors & Juniors (9 Holes after 1pm)	\$ 10.00

Play & Ride - Weekends	Price
18 Holes (Before 12pm)	\$ 39.00
18 Holes (After 12pm)	\$ 33.00
9 Holes (Last two hours of play)	\$ 21.00

Walking - Weekends	Price
18 Holes (Before 12pm)	\$ 39.00
18 Holes (After 12pm)	\$ 25.00
9 Holes (Last two hours of play)	\$ 13.00

Golf Cart Fees	Price
18 Holes per person	\$ 15.00
9 Holes per person	\$ 9.00

Winter Rates (Start December 1 - February 28)	Price
Play & Ride - Weekdays (Monday - Friday)	\$ 26.00
Play & Ride - Weekends (Saturday, Sunday & Holidays)	\$ 30.00
Play & Ride - Seniors (Weekday only)	\$ 20.00

These Winter Rates include a \$3 voucher to be used in our Grillroom

Locker Rental (Yearly)	\$ 10.00
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School Groups - Weekdays Only - Per Team; Per Season	Price
Limited to 3 golf teams at any one time – golf carts not provided	
College Golf Team	\$ 675.00
High School Golf Team	\$ 575.00
Middle School Golf Team (Limit 2 days per week)	\$ 300.00



Comprehensive Fee Schedule

Oak Hollow Golf Course

Green Fees (Cont'd)

Green Fee and/or Cart Fee Discounts

A special discount green fee or cart fee may be established at either or both Oak Hollow or Blair Park golf courses to promote golf play during periods of poor weather, poor course conditions or to promote more golf play. This fee would be put into effect only by action of the Parks and Recreation Director. This discount fee may vary due to the conditions and goals of the promotion.

Entire Golf Course Rental

	Price
Monday - Thursday All day up to 120 golfers	\$ 3,500.00
Monday - Thursday 9am start time up to 120 golfers	\$ 3,000.00
Friday All day up to 120 golfers	\$ 3,750.00
Friday 9am start time up to 120 golfers	\$ 3,250.00
Additional fee of \$24.00 per golfer over 120	\$ 28.00

Oak Hollow Golf Course Shelter

	Price
Per Day	\$ 50.00
Fee waived with \$300 in Grill Room purchases	



Comprehensive Fee Schedule

Oak Hollow Lake

Launch Fees

Oak Hollow	Price
Launch Fee	\$ 7.00
Water Skiing	add \$ 1.00
Kayaks and Canoes and Paddleboards	\$ 4.00
10 Boats Launches (Does not include water ski fee)	\$ 60.00

Rentals	Price
Sail Boat Rental - 2 person limit per boat for 4 hours	\$ 25.00
* Must have sailing experience	
Solo Kayak (all day)	\$ 12.00
Tandem Kayak (all day)	\$ 20.00
Stand Up Paddleboard (all day)	\$ 15.00

Storage	Price
Boat Storage - per month	\$ 30.00
Kayak Storage - per month	\$ 15.00

Bank Fishing (All Day - Per Person)	Price
Adults ages 16-59	\$ 2.00
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 1.00
Children under the age of 12	FREE
*Children ages 15 and under must be accompanied by an adult	

Yearly Bank Fishing Pass	Price
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 25.00
Adults ages 16-59	\$ 30.00
*Children ages 15 and under must be accompanied by an adult	

Yearly Non-Powered Boats Pass – Kayaks and Canoes Only	Price
Both Lakes	\$ 120.00
One Lake (Designated)	\$ 75.00

Life Jackets	Price
For All Lake Users	FREE

Oak Hollow Park Shelters

Shelter

Shelter Rate	Price
Per 4-hour period	\$ 40.00



Comprehensive Fee Schedule

Oak Hollow Marina

Meeting Room

Room Rate	2-Hour	4-Hours	8-Hours
Per Day	\$ 50.00	\$ 100.00	\$ 150.00

*After Hours Fee - \$25.00 per hour

Oak Hollow Family Campground

Camp Sites

	Price
Camp Sites – Section D and Tent (Daily Fee)	\$ 30.00
Camp Sites – Section A, B, C (Cablevision included)	\$ 35.00
Each additional person above 4, per night	\$ 5.00

* Fees include one vehicle and not more than 4 persons

* Camping units with sanitary facilities must attach to sewer lines

* Camping visit limit – (21) days in any 30-day period. Extensions beyond **(21)** days permitted if space is available with approval by the Special Facilities Manager.



Comprehensive Fee Schedule

Oak Hollow Tennis Center

Outdoor Courts

Outdoor Courts	Price
Per court, per hour	\$ 8.00

Indoor Courts		Price
Non-Prime Time:	Monday - Thursday	8:30am-5:30pm
	Fridays	All day
	Sundays	8:30am-11:30am
Prime Time:	Monday - Thursday	5:30-10:00pm
	Saturdays	All day
	Sundays	1:00-8:30pm

Season Rates (Indoor Courts)	Price
20 weeks - Prime Time	\$ 650.00
20 weeks - Non-Prime Time	\$ 600.00

All fees for courts must be paid to the Pro Shop Staff before play begins.

Court Building Rental

	Price
An Indoor Court Building (2 Courts) can be reserved during the Indoor Season on Saturday nights from 6:00pm to 10:00pm.	\$ 125.00
Courts may only be reserved 48 hours in advance and if not used, cancelled 24 hours in advance. Players not canceling the court shall be subject to entire court fee.	

Facility Rental

Time Period	Outdoor Courts (10)	Indoor Courts (4)
4 Hours	\$ 15.00	\$ 180.00
All Day	\$ 300.00	\$ 350.00
Each extra hour	\$ 40.00	\$ 50.00

* Includes 2 hours of court maintenance

* If court maintenance exceeds two hours, group must pay \$25 per hour.



Comprehensive Fee Schedule

Festival Park

Non-Profit Groups and Organizations *		1st Day	2nd Day
Both Overlooks and Fields	\$	1,000.00	\$ 500.00
One Overlook and Field	\$	800.00	\$ 400.00
South Overlook (Inside fence)	\$	500.00	\$ 250.00

Profit Group Events & Concerts		1st Day	2nd Day
Overlook and Field	\$	1,500.00	\$ 1,000.00
Both Overlooks and fields	\$	2,000.00	\$ 1,000.00

* 2- Day Minimum Rental For Events and Concerts That Require Next Day Clean-up and/or Tear down

If public use of the adjacent lake is hampered by the event, a One Hundred Fifty (\$150) per day for additional lake patrol shall be added to the fee paid by the lessee. The City shall provide site preparation assistance as needed; clean-up shall be the responsibility of the lessee. Groups shall also be responsible for damages to the facilities. A 25% non-refundable deposit is due to reserve dates. all fees are due 30 days prior to event.

*City Departments will not be charged rental fees for the use of Festival Park. Non-profit groups must enter into a rental agreement and provide a copy of a valid 501(c)(3) non-profit status to qualify for non-profit rates.

501(c)(3) exemptions apply to community groups or foundations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.



Comprehensive Fee Schedule

City Lake Park

Park Activities

Amusement Rides (Merry-Go-Round & Train)	Price
Price per ticket	\$ 1.25
Price per ticket – School Groups Only	\$ 1.00
Price per ticket – Train & Merry-Go-Round, School Groups Only	\$ 1.80

Boat Ride	Price
Price per ticket	\$ 2.50
Group Rental – per ½ hour	\$ 50.00
Group Rental – per hour	\$ 90.00

Miniature Golf	Price
18 holes, per person	\$ 2.75
18 holes, for groups of 20 or more	\$ 2.25
All Day Golf Pass	\$ 5.00

Unlimited Use - Daily Discount Tickets	Price
These tickets allow persons the unlimited use of the Merry-Go-Round and Train for one day.	
Price per ticket	\$ 4.75
Price per ticket for groups of 25-49	\$ 4.25
Price per ticket for groups of 50-99	\$ 4.00
Price per ticket for groups of 100 or more	\$ 3.75
Additional price per ticket to add Golf	\$ 1.75
Additional price per ticket to add Swimming and Waterslide	\$ 5.00

Hourly Rental – Train, Merry- Go–Round & Golf (subject to availability)	Price
One Amusement	\$ 120.00
Two Amusements	\$ 220.00
Three Amusements	\$ 320.00
Operator Fee (per hour, per amusement)	\$ 10.00

Park Rental	Price
Entire Park Rental - up to 1,000 people	\$ 4,000.00
Price per person over 1,000 people	\$ 4.00

Camp Ann Area Rental (Exclusive Use)	Price
Rate is a combination of shelters 5,6,7,8	\$ 600.00
Price is for one day/8hour period. Beer allowed with exclusive use with permission from P&R Director or his designee.	

City Lake Gym Rental	Price
1 Hour	\$ 35.00
2 Hours	\$ 60.00
4 Hours	\$ 100.00
All Day	\$ 175.00
Field use, 4 hours for designated function	\$ 100.00



Comprehensive Fee Schedule

City Lake Park

Park Activities (cont'd)

Swimming Pool	Price
Pool and Water Slide Entry	\$ 6.00
Swim Lessons	\$ 25.00
Punch Card - includes 15 swims	\$ 60.00
Group rate - for more than 20 swimmers; price per swimmer	\$ 5.00

Pool Rental - Rates Do Not Include Lifeguards	Price
Swimming Pool – (per hour; 2 hour minimum)	\$ 100.00
Waterslide – (per hour; 1 hour minimum)	\$ 100.00
Lifeguards – rate is per hour/per lifeguard	\$ 12.00

* Rentals are not available 12:00pm – 6:00pm

Cabana Rentals	Price
Entire party area (seats 100)	Half Day (11am-2pm, 3pm-6pm)
	Full Day (11am-6pm)
Individual Cabana Rental	Half Day (11am-2pm, 3pm-6pm)
	Full Day (11am-6pm)

Swim Meets	Price
State or Regional (per swimmer)	\$ 4.00
High Point Community (per swimmer)	\$ 3.00

Other	Price
Lockers - rate is per rental	\$ 0.25
Lost key fee	\$ 3.00

Toddlers 3 years of age and under are allowed free with a paying adult 18 years of age or over. Day Care Groups are not included.

Park Shelters

City Lake Park Shelters - rates are based on 4 hour periods	Price
Shelter #1	\$ 50.00
Shelter #2	\$ 65.00
Shelter #3	\$ 65.00
Shelter #2 & #3	\$ 115.00
Shelter #4	\$ 45.00
Shelter #5	\$ 45.00
Shelter #6	\$ 65.00
Shelter #7	\$ 65.00
Shelter #8	\$ 50.00
Shelter #9	\$ 50.00
Shelter #10	\$ 45.00
Special Clean-up Charges	hour/per

Companies or groups will be required to pay extra for additional set-up and/or clean-up charges beyond the norm, as determined by the Director of Parks and Recreation or his designee.



Comprehensive Fee Schedule

City Lake Marina

Marina Fees

	Price
Launch Fee	\$ 7.00
Kayaks and Canoes	\$ 4.00
10 Boats Launches	\$ 60.00

Rentals	Price
Canoe Rental - 2 person limit per boat for 4 hours	\$ 8.00
Paddle Boats 2-seater boat per 1/2 hour	\$ 7.00
Paddle Boats 3-seater boat per 1/2 hour	\$ 8.00
Solo Kayak (all day)	\$ 12.00
Tandem Kayak (all day)	\$ 20.00
Stand Up Paddleboard (all day)	\$ 15.00

Fishing Boat - three person limit; age and weight restrictions apply	Price
Weekdays, price for all day	
1 Adult	\$ 8.00
2 Adults	\$ 9.00
3 Adults	\$ 10.00

Senior Citizens 60 years or older may request a 1/2 price discount

Weekends, price for all day	
1 Adult	\$ 11.00
2 Adults	\$ 13.00
3 Adults	\$ 15.00

Bank Fishing (All Day - Per Person)	Price
Adults ages 16-59	\$ 2.00
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 1.00
Children under the age of 12	FREE

*Children ages 15 and under must be accompanied by an adult

Yearly Bank Fishing Pass	Price
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 25.00
Adults ages 16-59	\$ 30.00

*Children ages 15 and under must be accompanied by an adult

Yearly Non-Powered Boats Pass – Kayaks and Canoes Only	Price
Both Lakes	\$ 120.00
One Lake (Designated)	\$ 75.00

Life Jackets	Price
For All Lake Users	FREE



Comprehensive Fee Schedule

Piedmont Environmental Center

Auditorium Rental

	Price
Monday - Friday, 9am-5pm, per hour	\$ 40.00
Monday - Friday, 5pm-9am, per hour	\$ 60.00
Kitchenette Usage - per day	\$ 10.00
LCD Projector - per day	\$ 50.00

PEC Club Members receive a 20% discount on Auditorium rentals

Northpoint Conference Room

Room Rate

	Price
Monday - Friday, 8am-5pm, per hour	\$ 35.00
After 5pm Monday - Friday and Weekends, per hour	\$ 45.00

Neighborhood Park Picnic Shelters

Shelter Rate

	Price
4-Hour period, 10am-2pm or 3pm-7pm	\$ 35.00
All Day	\$ 70.00



Comprehensive Fee Schedule

Washington Terrace Park

Terrace Park

Park Area	2 Hour	4 Hour	6 Hour	8 Hour
Stage Area	\$ 50.00	\$ 75.00	\$ 100.00	\$ 140.00
Outside Multipurpose Space	\$ 50.00	\$ 75.00	\$ 100.00	\$ 140.00

Picnic Shelters

Based On A 4-Hour Rate

Amenities

#1	\$ 30.00	
#2	\$ 40.00	
#3	\$ 55.00	Has Electricity
#5	\$ 30.00	
#6	\$ 30.00	
#7	\$ 35.00	Has Electricity
Entire Park	\$ 600.00	8 hour period, includes all shelters,

community building, multipurpose space and stage. Pool rental is not included – requires additional fee. Pool will be open to the public during regular operational hours. Rental time includes renter's set up and clean up times.

Terrace Swimming Pool

Swimming Pool	Price
Per person, per day, ages 4 and up (includes basket rental)	\$ 1.25
Toddlers 3 years of age and under are allowed in pool free with a paying adult 18 years of age or older	
Day Care groups are not included	

Discount Passes

Price

Discount Pass (Includes 15 Swims)	\$ 12.50
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Pool Rental Rate

Price

One and one-half hour period (Maximum rental time is 6 hours)	\$ 50.00
Plus Lifeguard, per lifeguard, per hour	\$ 12.00

A Minimum of 2 lifeguards are required. Number of lifeguards based on number of guests

Swim Lessons – 4-week session	\$ 20.00
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Comprehensive Fee Schedule

Washington Terrace Community Center

Community Center

Community Building	2 Hour	4 Hour	6 Hour	8 Hour
Large Activity Room (includes kitchen)	\$ 100.00	\$ 150.00	\$ 175.00	\$ 200.00
Conference Room	\$ 75.00	\$ 125.00	\$ 150.00	\$ 175.00
Conference Room Plus Kitchen (Kitchen is \$15 per 2 hour period)	\$ 90.00	\$ 155.00	\$ 240.00	\$ 295.00
Entire Community Center	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00
City Holidays	\$150.00 additional fee on City approved holidays			

Vendor Fees

	Price
Food vendors	\$ 75.00
Non-food vendors	\$ 50.00

Guilford County Health Department permit is required for all food vendors prior to payment of vendor fee.

Vendor space is only available at select events.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Recreation Centers

(Allen Jay, Deep River, Morehead, Oakview, and Southside)

Area	1 Hour	2 Hours	4 Hours	6 Hours	8 Hours	12 Hours
Gym - Type A	\$ 50.00	\$ 70.00	\$ 100.00	\$ 145.00	\$ 190.00	\$ 290.00
Gym - Type B	\$ 75.00	\$ 100.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 400.00
Activity Room		\$ 50.00	\$ 65.00	\$ 75.00	\$ 80.00	
Large Activity Room (Oakview, Deep River, Allen Jay, Morehead)		\$ 85.00	\$ 100.00	\$ 125.00	\$ 135.00	
Entire Center		\$ 210.00	\$ 275.00	\$ 345.00	\$ 385.00	
City Holidays	\$150 additional fee for events on approved City Holidays					
Staff Fee *	\$25 per hour/per employee					

*For events that run past their end time

Rental Time includes renter's set-up and clean-up times. A full set of rental rules are available.

When not in conflict with Departmental Programs, the above facilities are available as follows:

Weekdays	9:00am -11:00pm
Saturdays & Sundays	8:00am -11:00pm

Gym Rentals

Type A Gym Rentals – Rental by citizens, non-profit, civic, or religious groups

Type B Gym Rentals – Where admission or tickets are charged, or merchandise is sold

For all Gym Rentals where athletic tournaments, games or practices are taking place, a \$1,000,000 liability insurance policy is required. The City of High Point must be listed as an additionally insured and a copy of the policy must be provided to the facility.

Group Rentals

Groups may not charge admission or collect donations from the general public or sell items to make a profit without special permission from the City. When permission is granted, the general policy of the Department is to collect 10% of ticket sales or donations plus 10% of net profits from concessions from non-profit groups and 15% from all other groups. Security, paid for by the lessee, may be required for some programs, to be determined by the facility manager. Non-profit groups and co-sponsored programs may be granted a reduced fee for Center use.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Roy B. Culler, Jr. Senior Center

Senior Center

The Senior Center is operated from Monday - Friday from 9:00am - 5:00pm for senior citizen's activities

Multipurpose Room	2 Hours	4 Hours	6 Hours	8 Hours
Carpet Area (holds up to 100 people)	\$ 100.00	\$ 150.00	\$ 175.00	\$ 200.00
Tile Area (holds up to 50 people)	\$ 75.00	\$ 125.00	\$ 150.00	\$ 175.00
Entire Room (holds up to 200 people)	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00
Conference Room	\$ 35.00	\$ 50.00	\$ 75.00	\$ 100.00
City Holidays	\$150 additional fee for events on approved City Holidays			
Stage	\$ 25.00			
PA System	\$ 25.00			

Rental Time includes renter's set-up and clean-up times. A full set of rental rules are available.

When not in conflict with Departmental Programs, the above facilities are available as follows:

Weekdays 9:00am -11:00pm

Saturdays & Sundays 8:00am -11:00pm

Weekend events in multipurpose area must be scheduled 2 hours apart for a four hour minimum

Multiple Night Rental (Weeknights Only)

With a 6-night minimum per year may receive a 40% discount. If rented on same night as another rental group, the renter may receive a 60% discount.

Exclusive Use Leases

When not in conflict with Senior Programs, the Center is available for up to 8 hours for \$500.00.

Facility Group Rental Fees

Groups may not charge admission or collect donations from the general public or sell items to make a profit without special permission from the City. When permission is granted, the general policy of the Department is to collect 10% of ticket sales or donations plus 10% of net profits from concessions from non-profit groups and 15% from all other groups. Security, paid for by the lessee, may be required for some programs, to be determined by the facility manager. Non-profit groups and co-sponsored programs may be granted a reduced fee for Center use.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Athletic Complex

Festival Rates	1st Day	2nd Day
Non-Profit Groups and Organizations	\$ 1,000.00	\$ 500.00
Profit Group Events & Concerts	\$ 1,500.00	\$ 1,000.00

2-Day minimum rental is required for events and concerts that require next day clean-up and/or tear down.

The City shall provide site preparation assistance as needed; clean-up shall be the responsibility of the lessee. Groups shall be responsible for any damages to the facilities.

Non-profit groups must provide a copy of a valid 501(c)(3) non-profit status to qualify for non-profit rates. 25% of total rental is due to reserve dates. All fees are due 30 days prior to the event.

Athletic Facilities

The High Point Athletic Complex contains a baseball stadium, soccer stadium and track stadium. There are 9 additional soccer fields located at the complex. The Recreation Department is responsible for scheduling the Athletic Complex. Correll/Morris Soccer Stadium, Ed Price Baseball Stadium & Aderholdt Track & Field are 'game only' facilities. Aderholdt Track is available for practices. The A.J. Simeon Football Stadium is owned and operated by the Guilford County School System and is not included as a part of this fee schedule.

Ed Price Baseball Stadium	\$ 100 per game/daytime
	\$ 125 per game/night (include lights)
Correll/Morris Soccer Stadium	\$ 100 per game/daytime
	\$ 125 per game/night (include lights)
Aderholdt Track Stadium	\$ 250 per day
Aderholdt Football/Soccer Field	\$ 250 per game/daytime
	\$ 450 for 2 or more games
North, South & West Soccer Fields	\$ 75 per game/per day

Additional Field preparation fee - \$25 per hour, includes 2 people, 3 hour minimum

Concession Fee

West (near Miracle League) per event	\$ 100.00
South (Correll/Morris Stadium) per event	\$ 100.00
North (Track) per event	\$ 200.00

Tournament Fees	1st Field	2nd Field	3rd Field
Per field per day (8am-11pm)	\$ 200.00	\$ 175.00	\$ 150.00



Comprehensive Fee Schedule

Athletic Facilities

Community Fields

Game Fee – (Baseball, Softball, Soccer)	Price
Per game	\$ 75.00
Practice, with permit and no field preparations; per hour	\$ 25.00

Outdoor athletic facilities may be used from 9:00am through 11:00pm. No games may be started after 9:00pm. Games must stop at 11:00pm with no exceptions. A \$100 deposit is charged for all tournament and league requests. The deposit is required before the tournament or league can be scheduled. Deposits will only be refunded upon receipt of a written notice fourteen days or more prior to the event. The total fee is required before the tournament or league begins.

Additional Field preparation fee - \$25 per hour, includes 2 people, 3 hour minimum

Youth Athletic Camp Rental Fee	Price
Athletic Camp One-Half Day (4 hours), 5 days - per park/per week	\$ 500.00
Athletic Camp Full Day, 4 to 8 hours, 5 days - per park/per week	\$ 1,000.00

The Department may limit the number of participants at a particular site. This fee may be adjusted for the size of the camp and impact on departmental facilities or programs. This fee is for indoor as well as outdoor camps including, but not limited to, baseball, basketball, football, soccer, and cheerleading.

Concession Fee	Price
Per event/Per site where available	\$ 100.00

Tournament Fees	1st Field	2nd Field	3rd Field
Per field/per day (8:00am-11:00pm)	\$ 200.00	\$ 175.00	\$ 150.00

Field Rentals	Price
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Outdoor athletic facilities may be used from 9:00am through 11:00pm. No games may be started after 9:00pm. Games must stop at 11:00pm with no exceptions. A \$100 deposit is charged for all tournament and league requests. The deposit is required before the tournament or league can be scheduled. The total fee is required 7 days before the tournament or league begins.

Non-refundable maintenance fee for any event greater than 4 hours per hour	\$ 25.00
Additional Field preparation fee: includes 2 people, 3 hour minimum per hour	\$ 25.00



Comprehensive Fee Schedule

Miscellaneous Fees

Mobile Stage

Local Non-Profit, Community and Service Organizations	Price
Set-Up Fee; per event	\$ 350.00

Local Business, Commercial and Individual Use

Base Rental (Held in City limits)	Price
8-hour period, Monday-Friday	\$ 750.00
8-hour period, Saturday, Sunday and Holidays	\$ 850.00

Payment must be made in full at the time of reservation

Portable Concession and Tent Rentals

Portable Concession Stands	Price
Rental Fee - One Day	\$ 75.00
Rental Fee - Two Days	\$ 100.00
Rental Fee - One Week	\$ 175.00

Additional out of town transportation fee per mile, both ways, each trip - \$1.50 per mile

Tent Rental	Price
Per tent up to two days (setup included)	\$ 200.00
Each additional day (setup included)	\$ 50.00



Comprehensive Fee Schedule

Planning & Development

Fee Standards

Payment Due

Fees for applications and plan reviews are due with the submission of the application or plan. In accordance with the city's Development Ordinance, no action shall be taken on proceedings before the Board of Adjustment, Planning and Zoning Commission, Historic Preservation Commission or Technical Review Committee until all applicable fees have been paid in full. Permit fees are due at the time of permit issuance. Inspection fees are due prior to plan approval or certificate, as applicable. Regional stormwater facility fees are due prior to plan approval. Development fees cannot be waived or refunded except as authorized herein.

Fee Waivers

Development fees may be waived or reduced only as stated herein. Fee waivers do not relinquish the development from any application, plan review, permit or inspection requirements.

Development fees are waived for all projects applicable to any City-owned property. Fees may be waived for economic development projects as part of a City Council approved economic development incentives package. During times of natural disaster, the City Manager is authorized to waive fees for a particular emergency incident. The City Manager or the applicable Department Director, is authorized to waive or reduce a fee where it is determined in writing that the calculation of the fee to a specific project results in an excessive and unreasonable cost or where it is determined that a fee waiver or reduction is needed to correct a customer service error. In addition, fees may be waived for a particular project by City Council action.

Refunds

Development fees are not refundable except as stated herein. Upon the request of the applicant, application fees for Board Action applications that require public notice are authorized for a 50% refund when an application is withdrawn prior to the public notice being given on the request. Regional stormwater facility fees are not refundable unless the applicable land development plan is voided or revised accordingly and no impervious surface has been installed. Infrastructure inspection fees are refundable where infrastructure has not been installed. Upon the request of the permit holder, an 80% refund of the permit fee is authorized where no field inspections or construction under the permit has occurred and the permit has not expired.

Abandonment

Development submittals are considered abandoned in accordance with the applicable provisions of the Development Ordinance. Where a specific time of abandonment is not established by the Development Ordinance, then those submittals may be considered abandoned 6 months after the date of submittal if approval is not obtained, or after 60 days for non-payment of application or permit fee.



Comprehensive Fee Schedule

Planning & Development

Module 1

Guidance

Module I pertains to the application fees for the review of buildings and property to determine compliance with State and local codes. Fees are intended to defray the cost of research, inspection, report preparation and other operational costs the City incurs with processing these requests.

Item	Applications	Fee
	Sub-Item/ Description	
Code Confirmation	Report	\$ 25.00
	Site Compliance Inspection	\$ 50.00
Code Compliance	Residential Building	\$ 50.00
	Commercial Building	\$ 75.00
Building Evaluation	Residential Building	\$ 200.00
	Commercial Building	\$ -
Water and Sewer Extension Policy Exemption		\$ 100.00

Code Confirmations provide written reports for owners, agents and legal representatives to confirm in writing the property's allowable principal uses, zoning districts, environmental regulations, and any pending violations, usually requested as part of due diligence in real estate transactions.

Code Compliance provides an inspection and certification of the building and property's compliance with current State Building and local development codes, usually requested as part of State licensing and similar situations where a determination of a building's compliance with existing codes is requested.

Building Evaluations provide a multi-trade review of an existing building's condition relative to applicable State Building and local codes to identify deficiencies and record major code requirements relative to a proposed use of the building.

Water and Sewer Extension Policy Exemptions enable an owner of property located outside the corporate limits to request an exemption from annexation for City water and/or sewer service in accordance with City Council adopted policy.

Module 2

Board Action

Module II pertains to fees associated with the review of development applications considered by the City Council, Board of Adjustment, Historic Preservation Commission and Planning & Zoning Commission. Fees are intended to defray the cost of public notice, report preparation and other operational costs the city incurs with processing these applications.



Comprehensive Fee Schedule

Planning & Development

Module 2 (Cont'd)

Applications		
Item	Sub-Item/ Description	Fee
Annexation (Voluntary - Includes Plat Recording Fees)		\$ 200.00
Appeal (BOA)		\$ 200.00
Certificate of Appropriateness	Major Work	\$ 80.00
	Minor Work	\$ 40.00
Development Agreement		\$ 400.00
Historic Preservation Community Review (non-hearing item)		\$ 40.00
Plan Amendment		\$ 200.00
Street Abandonment		\$ 500.00
Street Name Change	Application	\$ 200.00
	Sign Replacement Cost	1/2 sign cost(s)
Special Use	Special Use	\$ 1,000.00
	Minor Amendment	\$ 200.00
Text Amendment		\$ 200.00
Variance (BOA)		\$ 200.00
Vested Rights		\$ 400.00
Zoning Map Amendment	General Zoning District	\$ 500.00
	Conditional Zoning District	\$ 1,000.00
	Planned Development District	\$ 1,200.00

Module 3

Land Development

Module III pertains to fees associated with the review of land development applications and plans, which include subdivision, site plans, public infrastructure plans, and stormwater treatment facilities. Fees are intended to defray the cost of processing applications, reviewing plans, conducting infrastructure inspections along with the other operational costs the city incurs with processing land development applications and plans.

Applications		
Item	Sub-Item/ Description	Fee
Easement Reconveyance		\$ 100.00
Right of Way Encroachment Agreement		\$ 150.00
Watershed Variance		\$ 150.00

Plan Reviews		
Item	Sub-Item/ Description	Fee
Sketch Plan		\$ -
Site Plan (Includes watershed & landscape component plan reviews)	Residential Plan (Single-family attached & multi-family)	\$300 + \$4 per dwelling unit
	Small Non-Residential Plan (< 3,000 sq. ft. & no built upon area)	\$ 50.00
		\$300 + \$4 per acre or portion thereof
	Non-Residential Plan (Non-residential & mixed use)	thereof



Comprehensive Fee Schedule

Planning & Development

Module 3 (Cont'd)

Item	Plan Reviews	
	Sub-Item/ Description	Fee
Group Development (Includes watershed & landscape component plan reviews)	Residential Plan (Single-family attached & multi-family)	\$300 + \$4 per dwelling unit
	Non-Residential Plan (Non-residential & mixed use)	\$300 + \$4 per acre or portion thereof
Subdivision (Includes watershed & landscape component plan reviews)		\$300 + \$20 per lot
	Preliminary Plan (With infrastructure)	
	Preliminary Plan (Without infrastructure)	\$ 100.00
	Final Plat (Includes plat recording fees)	\$ 100.00
Minor Plan Revision (Revision to an approved plan)		\$100 + \$4 each added dwelling unit
	Residential Plan	
	Non-Residential Plan	\$100 + \$4 each added 1,000sf.
	Subdivision	\$100 + \$20 each added lot
		\$345 + \$115 for each acre over 1 acre
Grading Plan		
Street & Utility Plan		\$ 50.00
Common Signage Plan		\$ 100.00
Design Review Plan		\$ 50.00
Exclusion Map (Includes plat recording fees)		\$ 100.00
Land Development Plan - Minimum Fee		\$ 50.00

Item	Infrastructure	
	Sub-Item/ Description	Fee
Infrastructure Inspections	Roadway Inspection	\$0.50 per linear ft.
	Sewer Line Inspection	\$0.75 per linear ft.
	Storm Sewer Line Inspection	\$0.50 per linear ft.
	Water Line Inspection	\$0.75 per linear ft.
Right-of-Way Disturbance Permit	Residential Application	\$ 50.00
	Commercial Application	\$ 150.00
	0-400 square feet of excavation	\$0.25 per sf.
	>400 square feet of excavation	\$100 + \$0.50 per sf.
Public Regional Stormwater Facility (Application of Public Regional Stormwater Facility fee to Streets: The facility fee applies to all impervious surface within a development, including public and private streets; however, where a developer constructs a 4-lane or larger public street within a development, then the fee shall apply to only 50% of the impervious surface area of that public street)	0-1 acre of impervious surface	\$0.35 per sf.
	>1-5 acres of impervious surface	\$30,000 per ISA acre
	>5-10 acres of impervious surface	\$150,000 + \$15,000 per ISA acre over 5 acres
	>10 acres of impervious surface	\$225,000 + \$9,000 per ISA acre over 10 acres
	Minimum Fee	\$ 2,000.00
	Outside Corporate Limits (Fee for property outside the corporate limits is 100% greater)	[Total Fee] x 2



Comprehensive Fee Schedule

Planning & Development

Module 4

Construction Permit

Module IV pertains to fees associated with the plan review, permitting and inspection of buildings, structures and land uses. These fees are intended to offset the city's cost for administering and operating the construction inspection program.

Residential Construction Permit		
Item	Sub-Item/ Description	Fee
Residential Construction Permit		
Application	Application	\$ 50.00
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	New Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf. + value x 0.001 for any area greater than 10,000sf.
	Building Addition (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. X 0.004 for area less than or equal to 10,000sf.+ value x 0.001 for any area greater than 10,000sf.
	Alteration (Includes inspections for permitted trades)	\$50 per trade (Trades = B,E,P,M)
	Repair (Includes inspections for permitted trades)	\$50 per trade (Trades = B,E,P,M)
	Manufactured Dwelling (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$ 200.00
	Modular Dwelling (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$ 300.00
	Accessory Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)	\$15 + \$50 per Electrical, Plumbing & Mechanical Trade
	Screen Porch Addition (Screen porch addition to existing building) (Includes inspections for permitted trades)	\$25 + \$50 per Electrical, Plumbing & Mechanical Trade
	Swimming Pool (Includes inspections for permitted trades)	\$15 + \$50 per Electrical, Plumbing & Mechanical Trade
Residential Plan Revision	Revision to an approved plan	\$ 25.00
Partial Permit	Footing and Foundation	25% of [Permit Fee]
	Exterior and Interior Build Out	75% of [Permit Fee]
	Processing Fee	\$100 per partial



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Residential Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Change of Occupancy	Change of Occupancy Only	\$ 25.00
Residential Driveway	Inspection	\$30 per driveway
NC Homeowner Recovery Fee	(Mandatory State fee applied to any type of CR permit for a SF dwelling issued to a licensed general contractor; \$1.00 is retained & \$9.00 sent to State)	\$ 10.00
Residential Provisional Power	Application	\$ 100.00
Residential Temporary Certificate of Occupancy	Application	\$ 100.00
Residential Construction Minimum Fee	For Unlisted Items	\$ 15.00

Residential Over-The-Counter Permit		
Trade	Sub-Item/ Description	Fee
Building	Re-Roofing	\$ 50.00
	Window Replacement (>\$5,000 value)	\$ 50.00
	Siding Replacement (>\$5,000 value)	\$ 50.00
Electrical	New Service	\$ 100.00
	Service Change	\$ 50.00
	Sub-Panel	\$ 50.00
	Outlets and Fixtures	\$ 70.00
	Temporary Service	\$ 50.00
Mechanical	HVAC New Construction	\$ 100.00
	HVAC Unit Addition or Replacement	\$ 70.00
	Duct Work Only	\$ 50.00
	Fuel Line Only	\$ 50.00
	Fuel Appliance (Includes fuel line inspection)	\$50 per appliance
Plumbing	Service Line -Water Line Only	\$ 50.00
	Service Line - Sewer Line Only	\$ 50.00
	Service Line -Water and Sewer Line	\$ 50.00
	Fixtures and Connections	\$ 70.00
	Water Heater - Electric	\$ 50.00
	Water Heater - Gas	\$ 50.00
Miscellaneous	Generator	\$ 70.00

Commercial Construction Permit		
Item	Sub-Item/ Description	Fee
Commercial Construction Permit Application	Application	\$ 75.00



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	New Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Addition (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Alteration - Area Based (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf.x0.004 for area less than or equal to 10,000sf.+valuex0.001 for any area greater than 10,000sf.x50%
	Alteration - Non Area Based (Used where a square foot floor area cannot be determined; includes all associated electrical, mechanical, plumbing & zoning inspections)	\$75 per trade (Trades = B, E, P, M)
	Alteration - Roof Replacement (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$30 per 5,000 sq. ft. + \$75 per Electrical, Plumbing & Mechanical Trade
	Modular (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$500 per unit
	Swimming Pool (Includes inspections for permitted trades)	\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)	\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
	Repair (Includes inspections for permitted trades)	\$75 per trade (Trades = B, E, P, M)
	Outdoor Advertising Sign (Includes all associated inspections)	\$ 400.00
Electrical	Communications Tower (Includes all associated inspections)	\$ 400.00
		\$1.00 per linear ft.;
	Wall (Structural inspections only)	Min. \$50.00
	Single Trade/Stand Alone Applications (Includes inspections for trade)	\$50 Plus \$50 per required inspection over 1



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)	
Item	Sub-Item/ Description Fee
Mechanical	Single Trade/Stand Alone Applications (Includes inspections for trade) \$50 Plus \$50 per required inspection over 1
Plumbing	Single Trade/Stand Alone Applications (Includes inspections for trade) \$50 Plus \$50 per required inspection over 1
Interior Demolition	Single Trade/Stand Alone Applications (Interior demolition only) \$ 25.00
Fire Protection	Automatic Fire Extinguishing System - Sprinkler with or without Standpipe \$ 150.00
	Automatic Fire Extinguishing System - Clean Agent \$ 100.00
	Automatic Fire Extinguishing System - Dry Chemical \$ 100.00
	Automatic Fire Extinguishing System - UL-300 Hood System \$ 100.00
	Automatic Fire Extinguishing System - CO2 Inert Gas \$ 100.00
	Automatic Fire Extinguishing System - Other System \$ 100.00
	Battery System \$ 100.00
	Compressed Gas \$ 100.00
	Cryogenic Fluid \$ 100.00
	Fire Alarm and Detection System - Manual Fire Alarm System Only \$ 100.00
	Fire Alarm and Detection System - Automatic Fire Alarm System \$ 150.00
	Fire Alarm and Detection System - Electrical \$ 50.00
	Flammable and Combustible Liquid - Install, Repair or Modification \$ 100.00
	Flammable and Combustible Liquid - Tanks (Removal or Installation) \$100 per tank
	Fire Pumps \$ 100.00
	Hazardous Material \$ 100.00
	Industrial Oven \$ 100.00
	Private Fire Hydrant \$ 100.00
	Spraying or Dipping \$ 100.00
	Standpipe System \$ 100.00
	Access Control - Fire \$ 50.00
	Access Control - Electrical \$ 50.00
	Underground Flush \$ 50.00
	Temporary Membrane Structures and Tents (400 sq. ft. to 1,200 sq. ft.) \$50 per tent
	Temporary Membrane Structures and Tents (Greater than 1,200 sq. ft.) \$100 per tent



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Commercial Plan Revision	Revision to an approved plan	\$ 50.00
Partial Permit	Footing and Foundation	25% of [Permit Fee]
	Shell	50% of [Permit Fee]
	Interior Build Out	25% of [Permit Fee]
	Processing Fee	\$200 per partial
Change of Occupancy	Change of Occupancy Only (For Single Trade/Stand Alone Applications)	\$ 50.00
Commercial Driveway	Inspection	\$50 per driveway
ABC Code Compliance	Inspection	\$ 50.00
Commercial Provisional Power	Application	\$ 200.00
Commercial Temporary Certificate of Occupancy	Application	\$ 125.00
Commercial Construction Minimum Fee	For Unlisted Items	\$ 30.00

Commercial Over-The-Counter Permit		
Trade	Sub-Item/ Description	Fee
Electrical	Replacement (For replacement of same size receptacles, outlets & fixtures)	\$ 75.00
	Minor Work - Relocation and/or up to 5 new devices (For addition of new receptacles, outlets & fixtures)	\$ 75.00
	Minor Low Voltage Work - Relocation and/or up to 5 new devices (For low voltage drops & devices)	\$ 75.00
	Temporary Service - 60 amp or less	\$ 75.00
	Temporary Service - Greater than 60 amp	\$ 100.00
	Service Change - 200 amp or less	\$ 75.00
	Service Change - Greater than 200 amp	\$ 100.00
Mechanical	HVAC Unit Replacement (For replacement of same size unit)	\$75 per unit
Plumbing	Water Line Replacement	\$ 75.00
	Sewer Line Replacement	\$ 75.00
	Fixture Replacement	\$ 75.00
Fire Protection	Sprinkler System Heads (Relocation of existing heads only)	\$ 50.00
	Sprinkler System Heads (Relocation and/or up to 10 new heads)	\$ 75.00
	Fire Alarm: Detection System Devices (Relocation of existing devices only)	\$ 50.00
	Fire Alarm: Detection System (Devices - relocation and/or up to 5 new devices)	\$ 75.00
	Fire Alarm: Detection System (Devices - electrical)	\$ 50.00



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Structure Removal Permit		
Item	Sub-Item/ Description	Fee
Structure Removal Permit	Application	\$ 50.00
Residential Structure	Demolition	\$ 25.00
	Moved Structure	\$ 25.00
Commercial Structure	Demolition	\$ 100.00
	Moved Structure	\$ 100.00

Sign Permit		
Item	Sub-Item/ Description	Fee
Sin Permit	Application	\$ 25.00
Sign Plan Revision	Revision to an approved plan	\$ 25.00
Zoning Compliance		\$25 per sign
Structural Compliance		\$ 50.00
Electrical Compliance		\$ 50.00

Zoning Compliance Permit		
Item	Sub-Item/ Description	Fee
Zoning Compliance Permit	Application	\$ 25.00
Standard Permit		\$ 25.00
Temporary Use Permit		\$ 25.00
Residential Fence Permit		\$ -
Non-Residential Fence Permit		\$ 25.00
ABC Code Compliance	Inspection	\$ 50.00

Permit Assessment		
Item	Sub-Item/ Description	Fee
Residential Permit Assessments	Not Ready for Inspection	\$ 25.00
	Inspection Deficiency	\$ 25.00
	Extra Inspection Trip	\$ 25.00
Commercial Permit Assessments	Not Ready for Inspection	\$ 50.00
	Inspection Deficiency	\$ 50.00
	Extra Inspection Trip	\$ 50.00
Failure to Obtain Final Inspection		\$ 200.00
Work without a Permit		[Permit Fee] x 2
After Hours Inspection	(Note: Fee applied per hour & per trade; min. of 2 hours assessed)	\$60 per hour

Energy Efficiency Permit Rebates		
Item	Sub-Item/ Description	Rebate
Residential New Construction	USGBC Leadership in Energy and Environmental Design (LEED) Certification	50% of [Permit Fee]; Max. \$500
	NC Healthy Built Home Certification	50% of [Permit Fee]; Max. \$500



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Energy Efficiency Permit Rebates (cont'd)		
Item	Sub-Item/ Description	Rebate
Residential New Construction		50% of [Permit
	USEPA Energy Star Certification	Fee]; Max. \$500
	NAHB Model Green Building Home Guideline	50% of [Permit
	Certification	Fee]; Max. \$500
	ICC/NAHB National Green Building Standard	50% of [Permit
	Certification	Fee]; Max. \$500
Residential Construction	Geothermal Heat Pump	\$ 40.00
	Photovoltaic Energy System	\$ 40.00
	Solar Hot Water Heating	\$ 40.00
	Gray/Rain Water Collection	\$ 40.00
	Tankless Hot Water Heating	\$ 40.00
Commercial Construction	Geothermal Heat Pump	\$ 80.00
	Photovoltaic Energy System	\$ 80.00
	Solar Hot Water Heating	\$ 80.00
	Gray/Rain Water Collection	\$ 80.00
	Tankless Hot Water Heating	\$ 80.00

Module 5

Code Violations

Module V pertains to the costs associated with the abatement of public nuisance violations. Fees are intended to offset a portion of the City's cost for administering and processing the abatement of a violation.

Administrative Abatement Cost		
Item	Sub-Item/ Description	Fee
		10% of
Administrative Abatement Cost	Public Nuisance Code - Abatements	abatement cost



Comprehensive Fee Schedule

Planning & Development

Inspection Fees

Fees - Roadways and Utilities

Construction Inspection Rates

Water Lines Per Linear Foot	\$ 0.75
Sewer Lines Per Linear Foot	\$ 0.75
Roadways Per Linear Foot	\$ 0.50
Storm Drainage Per Linear Foot	\$ 0.50
Minimum Fee - Flat Fee	\$ 100.00

Fees - Grading Permits & Erosion Control Inspection

First acre of disturbed land	\$ 345.00
Each additional acre of disturbed land or part thereof (round up)	\$ 115.00

Driveway Inspections

Driveway Permit fees by:

Residential - Per Permit	\$ 30.00
Commercial - Per Permit	\$ 50.00
Industrial - Per Permit	\$ 50.00

Erosion Control Surety

The Surety is Based on Per Disturbed Acre	\$ 2,000.00
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A surety is required on most land disturbing projects greater than an acre in size. The surety is refundable once the site is stabilized with a sufficient amount of continuous growth of ground cover to prevent erosion. The surety must be either a bond issued in the state of North Carolina or a check which will be held within the city's account.



Comprehensive Fee Schedule

Public Services

Customer Service - Deposits

All new and existing accounts are subject to being charged an initial deposit when establishing a new location for service. Customers who live outside the City limits will pay double the inside deposit for water and sewer service.

Electric Service

Residential	\$ 125.00
Non-Residential	\$ 400.00
Restaurant/Lounge	\$ 1,000.00

Water Service (deposit is per meter, based on the size of the line)

3/4" x 5/8"	\$ 50.00
1"	\$ 100.00
1 1/2"	\$ 200.00
2"	\$ 400.00
3"	\$ 1,000.00
4"	\$ 2,500.00
6"	\$ 4,500.00
8"	\$ 6,600.00

Sewer Service

Flat Rate	\$ 50.00
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Customer Service - Utility Service

All utility accounts are subject to being charged any fee as warranted

Return Check Charge	\$ 25.00
Service Fee (Monday - Friday)	\$25 or actual
Service Fee (After 7pm & Weekends/Holidays Observed by the City)	\$ 60.00
Water (Initial Service Connection)	\$ 25.00
Extra Field Trip Fee	\$ 25.00
New Electric Meter Charge	\$75 or actual
Water Meter Test Charge (If You Request More Than One in 12 Months)	\$ 50.00
Pulled Meter Charge (For Electric and/or Water)	\$50 or actual
Damaged Electric Security Seal Charge	\$ 10.00
Meter Tampering/Investigation Charge	\$ 100.00
Temporary Cut-On/Cut-Off at Permanent Dwellings (8 Days or Less)	\$ 50.00
New Water Meter Charge	Actual Cost of Meter
Electric Services Disconnected at Pole	\$ 75.00
Extraordinary Measures to Disconnect and/or Reconnect Services	Actual Cost to City
Late Payment Charge	As Defined on Bill



Comprehensive Fee Schedule

Public Services

Household Garbage

Household garbage is picked up once a week.

Garbage Roll-Out Container (new residents)	\$ 57.00
Unscheduled Garbage/Recycling Dumpster Collection	\$ 30.00

Solid Waste Availability Fee

- There is an \$14 fee that is billed on the utility bill monthly to maintain the level of solid waste collection services that our customers have become accustomed to.
- The Solid Waste Availability Fee is applicable to all customers who receive the city solid waste collection services - **Single and Multi-Family**.

Bulk Item Collection Fine	\$ 150.00
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Yard Waste

Yard Waste Roll-Out Container	\$ 57.00
Compost and Engineered Soil (per ton)	\$ 22.00
Wood and Leaf Mulch (per ton)	\$ 17.00

Minimum purchase is \$5.00; We cannot deliver

Dead Animal Pick-Up

Veterinary Animal Collection	\$ 50.00	Per trip up to 10 animals per collection
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Red Box Rental

For major clean-up projects, you may rent a red box. This fee is non-refundable.

Red Box is 4x8x14 for a total of 448 cubic feet.	\$ 100.00 (3 Day Rental)
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To reserve a red box, call Customer Service at 883-3111



Comprehensive Fee Schedule

Public Services

Kersey Valley Landfill

Tipping Fees

The cost is \$36/ton plus \$2 State mandated landfill tax with a MINIMUM charge of \$7.50 for Pickup Trucks, SUV's or larger and a \$2.00 MINIMUM for cars.

Closure/Post Closure Fees

There is a \$5 Closure/Post Closure Fee that is billed on the monthly utility bill to fund closing and maintaining closed Landfill cells.

Ingleside Compost Facility

The Ingleside Compost Facility is a convenience we offer to High Point residents for disposing of yard debris.

Materials For Sale

Engineered Soil Per Ton	\$ 22.00
Wood Mulch Per Ton	\$ 17.00
Compost Per Ton	\$ 22.00
Leaf Mulch Per Ton	\$ 17.00
	\$ 36 per ton
Yard Waste	with a \$ 7.50 minimum

Cemeteries

Excavation and Closing of Adult Grave	\$ 500.00
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Stormwater

The billing rate for 1 ERU (Equivalent Residential Unit)	\$ 4.00
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Residential and Multifamily Properties Will Be Billed Monthly for 1 ERU.

Commercial and Industrial Properties Are Charged Based on the Total Amount of Impervious Area on a Property Divided by 2,588 ft² per ERU Multiplied by \$4.00 per ERU per Month. The Minimum Fee is \$1 ERU per Month.



Comprehensive Fee Schedule

Public Services

Residential Water Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 2.82	\$ 5.64

Irrigation Water Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 4.21	\$ 8.42

Commercial and Industrial Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
First 35 Units	\$ 2.82	\$ 5.64
Next 765 Units	\$ 2.55	\$ 5.10
Next 2200 Units	\$ 2.27	\$ 4.54
Over 3000 Units	\$ 1.96	\$ 3.92
Intergovernmental	\$ 1.96	\$ 3.92

Fixed Charges	Inside Rate	Outside Rate
WT1 5/8" & 3/4"	\$ 8.51	\$ 17.02
WT2 1"	\$ 21.26	\$ 42.52
WT3 1 1/2"	\$ 42.48	\$ 84.96
WT4 2"	\$ 67.95	\$ 135.92
WT5 3"	\$ 135.96	\$ 271.92
WT6 4"	\$ 212.43	\$ 424.86
WT7 6"	\$ 424.84	\$ 849.68
WT8 8"	\$ 679.09	\$ 1,358.18
WT10 10"	\$ 1,231.67	
WT12 12"	\$ 1,826.21	

Residential Sewer Rates (Based on water usage)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 4.90	\$ 9.80

Fixed Charges	Inside Rate	Outside Rate
WT1 5/8" & 3/4"	\$ 13.17	\$ 26.34
WT2 1"	\$ 32.99	\$ 65.98
WT3 1 1/2"	\$ 66.01	\$ 132.02
WT4 2"	\$ 105.56	\$ 211.12
WT5 3"	\$ 211.15	\$ 422.30
WT6 4"	\$ 329.92	\$ 659.84
WT7 6"	\$ 659.82	\$ 1,319.64
WT8 8"	\$ 1,055.75	\$ 2,111.50



Comprehensive Fee Schedule

Public Services

Residential Sewer Rates (Cont'd)

Industrial Surcharge	BOD	SS
Inside Rate	\$ 59.34	\$ 52.74
Outside Rate	\$ 118.68	\$ 105.48

Residential Flat Rate

Inside Rate	\$ 47.56
Outside Rate	\$ 95.12
Septage Tickets	
1 Ticket per 1000 Gallons of Tank Capacity or Fraction Thereof	\$ 42.10
1 Ticket per 3000 Gallons of Tank Capacity or Fraction Thereof	\$ 126.30

Tap/Meter Fee Structure - Residential (effective January 1, 1997)

Water Service and Meter	Price
3/4" x 5/8" Water Meter Connected to Yoke	\$ 130.00
3/4" Water Tap (service line, meter setter and box)	\$ 980.00
3/4" x 5/8" Meter Set in Parallel with an Existing Meter (meter, setter and box)	\$ 350.00
1" Meter Connected to Yoke	\$ 170.00
1" Water Tap (service line, meter setter, and box) ** For Residential Home Only	\$ 1,040.00
1 1/2" Meter and Box	\$ 500.00
2" Meter and Box	\$ 1,055.00
3" Meter with By-Pass	\$ 2,450.00
4" Meter with By-Pass	\$ 2,930.00

Hydrant Meter

Application Fee	\$ 50.00
3" Hydrant Meter Deposit - Refundable	\$ 800.00
Additional Trip to Set Meter	\$ 25.00

Sewer service line with clean-out

4" Sewer Tap	\$ 1,010.00
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Sewer clean-out/preparation (locating and excavation must be paid by plumber)

4" Sewer Clean-Out	Actual Cost
6" Sewer Clean-Out	Actual Cost

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointments – Extraterritorial Commissioners – P & Z Commission/BOA

From: Mayor Bill Bencini

Meeting Date: November 7, 2016

Public Hearing: N/A

Advertising Date / N/A

Advertised By:

Attachments: Letters of appointment

PURPOSE:

To endorse the appointment of Mr. John W. McKenzie to the Planning and Zoning Commission as the Extraterritorial Member and Ms. Sandra Dunn to the Board of Adjustment as the Extraterritorial Member.

BACKGROUND:

The Guilford County Board of Commissioners have appointed Mr. John W. McKenzie to the Planning and Zoning Commission as the Extraterritorial Member and Ms. Sandra Dunn to the Board of Adjustment as the Extraterritorial Member

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to endorse these appointments.



**GUILFORD COUNTY
BOARD OF COUNTY COMMISSIONERS**

P.O. Box 3427
GREENSBORO, NORTH CAROLINA 27402

TELEPHONE (336) 641-3383
FAX (336) 641-6833
www.co.guilford.nc.us

July 14, 2016

Mr. John W. McKenzie
1324 Robin Hood Road
High Point, NC 27262

Dear Mr. McKenzie:

In official action during their 7/14/2016 meeting, the Guilford County Board of Commissioners appointed you to the High Point Planning & Zoning Commission. You will serve a term which will expire on 7/14/2019. By copy of this letter, I am notifying commission liaison, Gina Lindsey, of your appointment. You will be contacted soon regarding duties and meeting dates.

Congratulations on your appointment. The Board of County Commissioners appreciates your willingness to serve your community. Your efforts make a difference in Guilford County.

Sincerely,

Ariane Webb, Deputy Clerk to Board
Guilford County Board of Commissioners

cc: Gina Lindsey



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www.myguilford.com

October 17, 2016

Ms. Sandra H. Dunn
3207 Rolling Road
High Point, NC 27265

Dear Ms. Dunn:

In official action during their 10/06/2016 regular meeting, the Guilford County Board of Commissioners appointed you to the High Point Board of Adjustment. You will serve a term which will expire on 10/06/2019. By copy of this letter, I am notifying board liaison, Justin Westbrook, of your appointment. You will be contacted soon regarding duties and meeting dates.

Congratulations on your appointment. The Board of County Commissioners appreciates your willingness to serve your community. Your efforts make a difference in Guilford County.

Sincerely,

Ariane Webb, Deputy Clerk to the Board
Guilford County Board of Commissioners

cc: Justin Westbrook



FINANCE COMMITTEE

Chaired by Council Member J. Davis

Members: J. Davis, Alexander, C. Davis, and Hill

SEPTEMBER 28, 2016 – 4:00 P.M.

3rd FLOOR CONFERENCE ROOM

MINUTES

Present:

Committee Chairman Jim Davis and Committee Members Latimer Alexander and Alyce Hill and Mayor Bencini (joined meeting at 4:15 p.m.).

Note: Mayor Bencini was sitting as a Committee Member due to the absence of Committee Member Cynthia Davis.

Absent:

Committee Member Cynthia Davis

Staff Present:

Randy McCaslin, Deputy City Manager; Jeron Hollis, Communications & Public Engagement Director; Laura Altizer, Budget Analyst; Keith Pugh, Engineering Services Director; Jeff Moore, Director of Financial Services; Gary Smith, Director of Fleet Maintenance; Steve Lingerfelt, Director of Information Technology Services; Scott Dingus, Engineering Services; Mark McDonald, Director of Transportation; Lee Tillery, Parks & Recreation Director; Terry Houk, Director of Public Services; Tyler Berrier, Public Services; Gary Smith, Director of Fleet Maintenance; Angela Wynes, Transit Manager; Brent Cole, Assistant City Attorney; and Maria Smith, Deputy City Clerk

News Media:

No Media Present

Chairman J. Davis called the meeting to order at 4:03 p.m.

160301 Public Hearing for Crown Mark Expansion Project

Monday, October 3, 2016 at 5:30 is the date and time established to receive public comments on a request from Crown Mark to authorize up to \$181,000.00 in performance based incentives for the company's expansion project at 720 Gallimore Dairy Road and authorize the City Manager to execute all documents.

Committee Member Alexander moved to forward this matter to the City Council without recommendation. Committee Member Hill made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member C. Davis was absent] [Committee Member Bencini was not present when this vote was taken]

160302 Contract - Electric Bucket Truck

Consideration of award of contract to Piedmont Truck Center in the amount of \$121,304.00 to purchase a new 2016 Ford F550 with an Altec AT40G bucket truck body for use by the City's Electric Department.

Gary Smith, Director of Fleet Maintenance, advised that the Electric Department was having issues with the boom and bucket controls on this truck and the manufacturer estimated it would cost \$15-20,000 for repairs, but the truck was not worth that. He noted the truck was sold at auction which brought in about \$6,200 in its current condition. Mr. Smith advised that he met with the Electric Department to discuss their needs and pointed out the proposed truck was approximately \$100,000 less than what they had, and the smaller size made it easier to maneuver around town.

Committee Member Alexander inquired about the long arms versus the short arms. Mr. Smith advised that they had taken some of the longer ones and condensed them down to smaller ones like these. Deputy City Manager McCaslin also advised that if there is a need for the real high ranges for the transmission poles, the city does have a source where these can be rented when the need arises.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member C. Davis was absent] [Committee Member Bencini was not present when this vote was taken]

160303 Contract - McGill Environmental - Bio Solids Hauling

Consideration of award of contract awarding Bid No. 14 to McGill Environmental in the amount of \$514,360.00 for bio solids hauling and disposal from Eastside and Westside Residuals.

Terry Houk, Director of Public Services, explained that the city is upgrading/rehabbing the incinerator, installing new centrifuges, and repairing emissions equipment. He reported that during the initial startup, testing and air emissions, one of the critical components of the air emissions system caught on fire, which resulted in it being shut down. Due to the significant damage, staff is requesting for approval of a contract with McGill Environmental for the hauling and disposal of the bio solids. Mr. McCaslin explained this is the incinerator that burns the sludge from the sewer plants and at the time of the fire, it was completely under warranty because the city had not yet accepted it. He advised that the manufacturer is remanufacturing the equipment, but in the meantime the sludge has to be hauled off.

Chairman J. Davis wanted to know what the odds were of being able to recover this money. Mr. Houk reported the city is currently under liquidated damages which is about \$3,800 a day with this being about \$4,200. Mr. McCaslin advised that staff is looking into the legality of recovering the whole amount.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member C. Davis was absent] [Committee Member Bencini was not present when this vote was taken]

160304 Contract - Resurfacing of Parking Lots for Parks & Recreation Facilities

Consideration of award of contract to Blythe Construction in the amount of \$443,309.00 for the resurfacing of the Parks & Recreation Facility parking lots.

Parks & Recreation Director Lee Tillery reported on resurfacing parking lots that are in dire need of resurfacing. Staff prioritized which ones would need to be resurfaced this year versus next year. He advised the parking lots that need to be addressed are: Oak View Recreation Center, Southside Recreation Center, Oak Hollow Marina, Oak Hollow Golf Course, and Sailboat Point (Oak Hollow off Waterview Road). He noted that Tyler Berrier in Public Services developed the specs and the projects were put out for bid. Staff recommends that Council move forward with the lowest bidder which is Blythe Construction.

Chairman J. Davis asked if this was \$57,000 under what was budgeted. Mr. Tillery replied that \$492,000 was budgeted and noted this bid came in at \$443,300. Committee Member Alexander asked if the resurfacing would be done before the cold weather hits. Mr. Tillery explained they would try to at least get a portion of the easier ones resurfaced such as the golf course and marina. Mr. Berrier advised that he spoke with the contractor and told the contractor that they would like to target some as soon as possible, but to get a better price staff included a spring completion date. Chairman J. Davis asked if this job included both sides of the lake and it was confirmed it does include both sides.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member C. Davis was absent] [Committee Member Bencini was not present when this vote was taken]

160305 Leasing Agreement - Parks & Recreation Maintenance Equipment

Council is requested to approve a lease agreement with John Deere Financial for five utility vehicles used by various locations with the Parks and Recreation Department.

Mr. Tillery addressed two maintenance agreements. He advised one was with John Deere Financial and the other was with Toro. He stated that the Toro agreement covers a majority of the equipment and advised that staff is looking at different ways to service the golf courses and special facilities with an aging fleet as was identified in staff's presentation made last year. Staff is proposing to lease the maintenance equipment at both golf courses this year while looking at both cost and price associated with that as it relates to what was spent on an annual

basis for capital equipment at both locations for equipment and maintenance. He stated they would be looking at a savings to lease equipment and to replace the aging fleet at both locations as opposed to purchasing capital equipment annually. He then mentioned they looked at leasing and came up with what would be needed for both locations, which resulted in a 60-month lease for both Toro and John Deere at a cost of \$88,000/per year. He pointed out staff is currently spending over \$100,000/year for capital equipment and maintenance on the old fleet of equipment and would recognize a cost savings by leasing.

Chairman J. Davis asked if staff could get five years out of this equipment. Mr. Tillery felt confident they could and mentioned they are planning to surplus older equipment, and they would keep some of the newer equipment as backup as well. Committee Member Alexander commented on mowing of the right-of-ways and asked if this is a strategy used in other areas. Mr. Tillery explained they would be taking a look at special facilities to get a good feel and understanding as to how it goes and agreed it might be something staff could look at moving forward.

Chairman J. Davis inquired about the larger John Deere tractors and wanted to know which departments they were assigned to. Mr. McCaslin advised they are part of the Street Divisions fleet. He suggested there may be a need for more so staff could keep up with the right-of-way maintenance.

Committee Member Hill moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member C. Davis was absent] [Committee Member Bencini was not present when this vote was taken]

160306 Leasing Agreement - Parks & Recreation Maintenance Equipment Oak Hollow and Blair Park Golf Courses

Council is requested to approve a leasing agreement with TCF Financial for maintenance equipment to be utilized at Oak Hollow and Blair Park Golf Courses.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member C. Davis was absent] [Committee Member Bencini was not present when this vote was taken]

160307 Contract - Sole Source Fare Boxes

Consideration of award of contract (sole source) with Genfare in the amount of \$60,237.05 for the purchase of Fast Fare boxes with Smart Card Readers (five additional units) to allow the fare boxes to be standardized across the entire bus fleet.

Angela Wynes, Transit Manager, advised the Fast Fare boxes would be included in the fourteen new buses that are currently being built and in an effort to keep the new fare boxes standard across the fleet, they would need to purchase three more and purchase two spares as back-ups in case there are failures. She pointed out that these five units would be standard across the fleet and would allow the city to incrementally increase the technology and fare boxes as the system grows and the passengers become more technologically savvy.

Chairman J. Davis inquired about the maintenance on the parts for the fare boxes, etc... Ms. Wynes affirmed they would. Mr. McCaslin pointed out that the purchase of this was covered by 80% Federal dollars, 10% State and 10% City.

Committee Member Alexander moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried unanimously. [4-0 vote] [Committee Member C. Davis was absent]

160308 Resolution - Agreement NCDOT Furniture Market Transportation Grant

Council is requested to adopt a Resolution authorizing the City Manager to enter into an agreement with the North Carolina Department of Transportation (NCDOT) to execute all agreements and contracts in connection with the transportation activities for the bi annual International Home Furnishings Market.

Mark McDonald, Director of Transportation, reported on their annual agreement for North Carolina Department of Transportation (NCDOT) for the bi-annual International Home Furnishings Market Transportation which covers all of the code service for area hotels, airports, park-and-ride lots, green and red shuttle buses, staffing for the terminal, staffing for the parking and basically everything that has to do with the furniture market transportation. He advised the cost generally runs somewhere in the \$650,000-\$700,000 range and noted the cost for the transportation services during the fall market last year was around \$670,000. He explained anything beyond \$600,000 would be covered by the Furniture Market Authority.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried unanimously. [4-0 vote] [Committee Member C. Davis was absent]

160309 Contract - SHI International Firewall Replacement

Consideration of award of contract with SHI International Corporation in the amount of \$92,045.00 to purchase new firewalls to replace the one located at City Hall and the second device at or off-site disaster recovery facility.

Steve Lingerfelt, Director of Information Technology Services, explained staff is requesting that Council enter into a contract with SHI International Corporation to replace the existing firewall, which is reaching intermittent life. The one at City Hall will be replaced as well as the device located at the city's off-site disaster recovery facility.

Committee Member Alexander inquired about the life expectancy; Mr. Lingerfelt replied that the current one is eight years old and the other one located at the disaster recovery facility is approximately 10-15 years old. Committee Member Alexander asked if outside threats were real and if it could affect the city. Mr. Lingerfelt explained that the city gets hit with viruses all the time and for every 1,000 that might be blocked, there is one that usually makes it through the firewall. He advised that the city would be moving to Office 365 and would be putting spam filters on every computer; this should also help decrease threats.

Committee Member Alexander moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried unanimously. [4-0 vote] [Committee Member C. Davis was absent]

160310 Change Order - North Main Street Underground Utilities

Council is requested to direct staff on how to move forward with Change Order No. 1 to the Yates Construction Contract for construction of the North Main Underground Utilities Project. Approval of contract will result in the reduction of the Yates Contract in the amount of \$246,250.00.

Transcript

Deputy City Manager Randy McCaslin: *We've got a change order before you before we start the project, but it's a good change order.*

Chairman J. Davis: *This is a change order that you guys directed us to look for.*

Keith Pugh, Director of Engineering Services: *You awarded the contract to Yates during August at the negotiated price and asked us at the time of award go back and see if there is any potential cost and time savings if we shut down Main Street completely. We went back and spoke with Mr. Yates and what we have come back to you here with this change order is to allow for closing main street north and south bound and allowing them to take an overflow and put it back together.*

Yates is very confident and they threw a 98% number out there that they would have 98% of the project completed before spring market.

Randy McCaslin: *That's if we close off Main and have the detours.*

Keith Pugh: *They're looking at starting work on November 1st and working through the winter moving up to spring market.*

Randy McCaslin: *Six days a week.*

Keith Pugh: *From an inspections standpoint for my staff impact, having that sixth day working....over the winter it actually works out well for us because private development slows down as well as most of our inspection work. We'll be able to absorb that pretty well and it frees our guys up pretty well through the summer.*

They would likely have to come back after spring market to do final resurfacing and pavement markings and all that, but they feel very confident they can get it done before spring market. So with a cost savings of about 1/4 million dollars and that number may go up because we won't be using as much incidental stone and temporary patching of the asphalt and temporary striping and all those kinds of things. I think we're going to save 4-5 months on the construction at least.

Chairman J. Davis: That was going to be my question. Why is that number so low? It's a nice number, but I thought it would be higher.

Committee Member Hill: I'm confused by that number. It says the change order will also reduce the contract time by 120 days and it says the existing contract is.....okay, so we're looking at 280 days basically?

Randy McCaslin: The original contract was like 400 days.

Committee Member Hill: Okay so we're reducing it by....

Keith Pugh: You're taking 120 out, so it's 280 days—that's still nine months. But what that allows is if they're not done before spring market, they can come back in spring/summer and do all the resurfacing and striping. That's what it allows for. They're targeting substantial completion in June. According to Yates Construction that is a safe bet.

Committee Member Hill: Okay, so I guess my question is will all of Main Street be shut down for that time until spring market is substantial completion?

Scott Dingus, Engineering Services: It will be at the end of fall market to beginning of spring.

Committee Member Hill: For the market....and after the market is over if there's still more work to do, will all of Main Street be closed back down again? So really all of Main Street will only be closed for that time period.

Randy McCaslin: And that's with an average winter. If we get a real nasty winter, it'll take longer.

Keith Pugh: The cost savings in here, or the cost savings that we're showing here is basically they have reduced their mobilization by another \$20,000 and we've taken out a lot of the traffic control items that would be required for that southbound lane going through the work zone. So the movable barriers and all those kinds of things will come out. We did not dig into it, as far as pulling out actual quantities for asphalt and striping and other temporary things that we have to do. And that's why we feel we would have additional savings. This is what we're coming back to you as far as a savings....

Chairman J. Davis: Is the contract written so that when you find savings like that, you can back that out?

Keith Pugh: It's a unit price contract, so we actually pay them for the work that's done and the units that are put into place. So if we've got 1,000 tons of something and we only use 750, we pay them for 750.

Committee Member Bencini: Keith, whose idea was this?

Keith Pugh: On which? Going back and suggesting the full closure?

Chairman J. Davis: *This committee. It was Latimer's idea.*

Committee Member Alexander: *Let me ask you a question, are they going to block the entire area, or are they going to....*

Committee Member Bencini: *Too late to backstroke.*

Committee Member Alexander: *No, no, no. I'm not backstroking. Are they going to start at one end and work the other way or....*

Randy McCaslin: *They'll have the whole block blocked off.*

Scott Dingus: *They're going to block the entire corridor and probably will have two to three crews going in opposite directions. That's how they can actually get the work done is bringing in multiple crews and then this job is pretty conducive to working in the winter because it's all pavement and that type of thing.*

Committee Member Alexander: *Well, the only....I think you shared with us, the only business that is impacted without relief is the Pizza Hut.*

Randy McCaslin: *And there is an option there. When we first approached the other property owner that we'll have to go through, they said No, but we think that we may can go back to them and get something worked out.*

Keith Pugh: *Our right-of-way agent feels confident that she can get something worked out on that property, but she wanted to have an actual action by City Council before moving forward.*

Committee Member Alexander: *Like I said, I think shortening the pain and saving the money is going to be a good thing, but my only concern was to find some relief for....and it's not going to help their business, but at least we make an effort. Without that, Pizza Hut, you might as well put a key in the door.*

Randy McCaslin: *Yeah, and hopefully we can get that access worked out.*

Chairman J. Davis: *Any other questions? Then I will move to approve this change order for the contract with Yates Construction and the City of High Point for the N. Main improvements at \$5,331,210.25.*

Committee Member Alexander: *Second.*

Chairman J. Davis: *We have a motion and a second. All in favor, say Aye. Aye. [all] Any opposed? [none] Motion carries. 4-0 vote [Committee Member C. Davis was absent]*

Chairman J. Davis: *Are we going to advertise that change?*

Randy McCaslin: *Jeron's working on a plan right now to get the word out. We've already met with all the property owners up and down the road so they know what the situation was, but that was when we were going to have a southbound lane open, so we're going back to them, we're going to tell them it's all going to be closed off and again the only one that doesn't have access this point is the Pizza Hut and we're working on that.*

Keith Pugh: *Well, and the Sumela shopping center, but we've made arrangements to get access through our property coming off of Sunset.*

Randy McCaslin: *Right, but we know we can get access to that because that's coming through our property.*

Committee Member Alexander: *Can we put up....can we create some temporary signage to help our businesses that are along there? You know, I mean, it might not meet code, but some kind of little sign.*

Keith Pugh: *I have thought of that, but I have not pursued that yet because I figured we would have to go through planning to make sure they're okay with it.*

Randy McCaslin: *If there's some signage that we can do, we will do it.*

Committee Member Alexander: *Yeah, let's do everything we can to help and quickening the pace is going to do it and some temporary signage is going to do it. Anything that we can do to encourage business to those folks. Now has anybody talked to the Christmas Parade folks?*

Randy McCaslin: *Yes, that's all been worked out through the PD and they're shortening the parade route this year and we'll end it at Westwood.*

Keith Pugh: *And the only time they'll be into Parkway and Westwood and have the impacts in there are when we make our initial tie-ins because those are for the water and sewer lines. Then on Parkway, when they're actually putting the conduit with a duct bank in, we'll have that shutdown at the end of the job when everything gets milled back and resurfaced, we're going all the way back in Westwood and Parkway to do those. But we expect to have Westwood and Parkway open during that time.*

Committee Member Alexander: *This also does Sunset too right?*

Keith Pugh: *It does a portion of Sunset because we narrow it down and create a parking lane through there.*

Randy McCaslin: *Piedmont Natural Gas is almost complete with their portion of the project and replacing their line.*

Keith Pugh: *Southbound traffic, we will get phone calls on southbound traffic because that is the issue with shutting down southbound. There is no good detour route to get folks around that.*

We're going to have to bump them off and get them around Krispy Kreme get them back over to Main. Big trucks can negotiate that, but it willExpect phone calls.

Mark McDonald: *As long as Parkway is open, we can split it at Parkway and turn part of it over to Lindsay and Elm and part on Hamilton Street.*

Committee Member Alexander: *Well, you know, large trucks they don't need to try to make that hook. They need to go down to the next block or go all the way down to Westwood, then turn left onto Westwood where there's a light, then turn right back onto Elm. They don't need to try and make that loop around the bottom and back around this way.*

Keith Pugh: *Eventually, when they do it once they'll figure it out. We're going to get phone calls on traffic control, regardless of which option we go with.*

Randy McCaslin: *And because it's cutting through neighborhoods. We'll just have to handle it.*

[end of transcript]

160311 Resolution - Issuance of Series 2016 Combined Enterprise System Revenue Refunding Bonds

City Council is requested to approve the attached "Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$64,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2016 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

Jeff Moore, Director of Financial Services, explained this is the last legal Issuance for the Revenue Refunding Bonds. He stated that two meetings ago, Council adopted the Preliminary Resolution and this action does not change anything that Council has not seen before. He reported this is the final resolution and with that it would finish the process and it authorizes the Mayor, City Manager, and Mr. Moore to execute these documents. He advised that the market has tightened up a little bit and the Local Government Commission is trying to decide whether they are going to approve it at \$64 million (as advertised and authorized), or trim it back to \$61 million. He noted this would still provide a lot of flexibility in how the bonds will be sold. This will result in an annual savings of \$600,000-\$650,000.

Committee Member Alexander applauded staff for their efforts in these savings and commented that this would be the first Finance Committee that he had been to in over 12 years where there were more savings on the page than money spent.

Committee Member Alexander moved to forward this matter to the City Council with a favorable recommendation for approval. Chairman J. Davis made a second to the motion. The motion carried unanimously. [4-0 vote] [Committee Member C. Davis was absent]

Clock Tower @ Library

Committee Member Alexander revealed that there is general consensus among the citizens in High Point that the clock tower at the High Point Library is seriously ugly. He asked if there was anything that could possibly be done to add some color, like plant some kudzu or something else. Mr. McCaslin advised that Peter Freeman, Freeman-Kennett Architects, did the design and to his understanding, the clock tower is very close to what was included in the original design. Mayor Bencini commented that at night it is lit up and it resembles a tilt-a-whirl and it looks like the state fair has come to town. He also suggested that the clock is pretty high for the size of the clock face. Mr. McCaslin pointed out that there have been several suggestions made by Freeman-Kennett to enhance the appearance, but it would come with a price. Chairman J. Davis suggested due to the curvature of the library, it might be a creative idea to make it resemble a ship's sail.

There being no further business to discuss, the meeting adjourned at 4:38 pm

Respectfully submitted,

Maria A. Smith
Deputy City Clerk

James C. Davis, Chairman

CITY OF HIGH POINT

AGENDA ITEM



Title: Everbridge Notification System Contract

From: Steve Lingerfelt, Director of Information
Technology Services

Meeting Date: November 7, 2016

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: Draft MOA for High Point, Greensboro and Guilford County
Everbridge Notification System Bid Response

PURPOSE:

The City needs to replace its current notification system. The City Council needs to approve a Memorandum of Agreement (MOA) to share the cost of purchasing a new community notification system.

BACKGROUND:

The City of High Point currently shares in the cost of an Emergency Notification System (GEANI) with Guilford County and the City of Greensboro. This system will be at end of life on January 2017. Guilford County Emergency Management issued a Request to Purchase (RFP) to replace the GEANI system earlier this year. Everbridge was the only responder to meet the qualifications in the RFP.

A Memorandum of Agreement (MOA) has been developed to allow the City of High Point, Guilford County and the City of Greensboro to share the cost and use of the notification system.

BUDGET IMPACT:

The cost of the new system will be \$44,334 for the first year's implementation. Subsequent annual payments not to exceed \$40,834 will be assessed for ongoing system costs. The City of High Point will use existing funds to pay its portion of the cost. Ongoing system costs will be allocated in subsequent year's budgets.

RECOMMENDATION / ACTION REQUESTED:

The Department of Information Technology Services recommends adoption of a Resolution authorizing a Memorandum of Agreement between the City of Greensboro, City of High Point and Guilford County for the shared use of community notification, and authorize the appropriate city official to execute all necessary documents.

**RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GREENSBORO, NC; HIGH PONT, NC; AND
COUNTY OF GUILFORD, NC FOR THE SHARED USE OF
A COMMUNITY NOTIFICATION SYSTEM**

BE IT RESOLVED by the High Point City Council that the attached Memorandum of Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the establishment of guidelines and funding mechanisms for the shared use of the Community Notification System is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager and the City Clerk are hereby authorized to execute the attached Memorandum of Agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point, the City of Greensboro and the County of Guilford is hereby spread upon the minutes of the High Point City Council.

Adopted this the 7th day of November, 2016.

Lisa B. Vierling
High Point City Clerk

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

**MEMORANDUM OF AGREEMENT
between
GUILFORD COUNTY
the
CITY OF GREENSBORO, NC
And
THE CITY OF HIGH POINT, NC**

AGENCIES:

THIS MEMORANDUM OF AGREEMENT (the "MOA") is hereby entered into this _____ day of _____, 2016, by and between GUILFORD COUNTY, on behalf of its Emergency Services Department, Division of Emergency Management, hereinafter referred to as the "COUNTY" and the CITY OF GREENSBORO, NC, hereinafter referred to as "Greensboro," and the CITY OF HIGH POINT, hereinafter referred to as "High Point," and also collectively referred to as the "Parties."

BACKGROUND:

GUILFORD COUNTY, on behalf of its Division of Emergency Management and through a contract with Everbridge Inc., will maintain a web based Community Notification System (hereafter "System"), utilizing the Everbridge Unified Critical Communications Suite. The parties wish to utilize the existing the system to provide a unified and collaborative system to provide both routine and emergency notifications to residents and businesses in Guilford County, the City of Greensboro, and the City of High Point (to include areas outside of Guilford County).

PURPOSE:

The purpose of this MOA is to establish guidelines and funding mechanisms for the use of the System by the parties to provide routine and emergency notifications.

CONDITIONS:

1. The COUNTY, GREENSBORO, and HIGH POINT will form a partnership to share the Everbridge platform equally between the three jurisdictions.
2. The COUNTY will be responsible for contract administration with Everbridge.
3. The Parties will each identify a lead department to serve as the System Administrator for their jurisdiction.
4. The Parties will appoint 2 representatives each (for a total of 6 members) that will makeup the "Notification System Advisory Board" as described in Attachment 1.

**GUILFORD COUNTY CONTRACT NO.
CITY OF GREENSBORO
CITY OF HIGH POINT**

5. All system users will be governed by policies and procedures set forth by the Notification System Advisory Board.
6. This MOA shall be in effect beginning on the date stated in the introductory paragraph of this MOA until such time as being amended or terminated by the Parties.
7. The terms of this MOA may only be modified or amended with a written Amendment executed by both Parties.
8. GREENSBORO will pay the COUNTY \$44,334 (1/3 of the total cost) for the first years implementation in Fiscal Year 2016-2017. Payment is to be received by the COUNTY within thirty (30) days of approval of this MOA.
9. HIGH POINT will pay the COUNTY \$44,334 (1/3 of the total cost) for the first years implementation in Fiscal Year 2016-2017. Payment is to be received by the COUNTY within thirty (30) days of approval of this MOA.
10. The PARTIES will determine subsequent annual payment amounts (not to exceed \$40,834, a maximum of 1/3 share of ongoing system costs) through the "Notification System Advisory Board." Payment is to be received by the COUNTY by October 1 of each Fiscal Year.
11. The COUNTY will continue to provide funding to allow for maintenance and support for the System, subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
12. The COUNTY will act as the liaison between Everbridge and the PARTIES of this agreement for customer support, training, and services.
13. This MOA, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties.
14. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The Parties will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
15. The term of this Contract shall be for one (1) year from the Effective Date hereof, and will renew automatically for additional one (1) year terms until the arrangement is amended or terminated as provided herein, or until such time as this Agreement is superseded by a new Agreement between the Parties.
16. Each Party agrees to be solely responsible for its own negligent acts or omissions and willful misconduct, and those of its employees, agents, and subcontractors, in the performance of services provided hereunder.
17. The terms of this Agreement may only be amended with a written Contract Amendment executed by all three Parties.
18. Any Party may terminate this Agreement for any reason and without penalty, upon a six month (6) written notice to the other Parties.

**GUILFORD COUNTY CONTRACT NO.
CITY OF GREENSBORO
CITY OF HIGH POINT**

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the date first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

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City of Greensboro Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the day and year indicated below:

Recommended By:

Fire Chief
Greensboro Fire Department

Approved By:

City Manager

Printed Name

Date

This Instrument has be preaudited in the manner required
By the Local Government Budget & Fiscal Control Act.

Approved as to Form

Deputy Finance Officer

City Attorney

Printed Name

Date

Date

ATTESTED

City Clerk

(The remainder of this page has been intentionally left blank)

City of High Point Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF HIGH POINT

Approved By:

Greg Demko
City Manager

Date

This Instrument has been preaudited in the manner required by the local Government Budget & Fiscal Control Act.

Approved as to Form

Jeff Moore
Financial Services Director

JoAnne Carlyle
City Attorney

Date

Date

(The remainder of this page has been intentionally left blank)

ATTACHMENT #1 – ADVISORY BOARD

1. **PURPOSE:** The purpose of the Notification System Advisory Board is to determine policies and procedures for the implementation, use, and maintenance of the Community Notification System.
2. **GOVERNANCE:** The purpose of the Notification System Advisory Board is to determine policies and procedures for the implementation, use, and maintenance of the Community Notification System.
 - 2.2. Membership: Due to the shared nature of the system, the representation of the advisory board will consist of:
 - 2.2.1. Guilford County Emergency Management Division Director (Chair)
 - 2.2.2. Guilford County Sheriff's Representative
 - 2.2.3. City of Greensboro Fire Department Representative
 - 2.2.4. City of Greensboro Police Department Representative
 - 2.2.5. City of High Point Fire Department Representative
 - 2.2.6. City of High Point Police Department Representative
 - 2.3. Staff Support
 - 2.3.1. Staff support to the Advisory Board will be provided by the Guilford County Emergency Management Division.
 - 2.4. Roles of Governance Committee
 - 2.4.1. To establish the operating parameters of the system and to provide for the future viability of the system as an on-going concern.
 - 2.4.2. Ensure transparency and public accountability for the operations and finances of the system and its participants
 - 2.4.3. Determine the operating, maintenance and administration policies and procedures for system use.
 - 2.4.4. Determine future system enhancements or modifications.
 - 2.4.5. Determine system expansions to additional allied agencies that are not a part of this initial agreement.
 - 2.4.6. Develop and approve strategic planning of the system, and the ability to offset operating expense through contractual agreements with other entities.
 - 2.4.7. Annually set the rates for system users and owners of the system.
 - 2.4.7.1. For the purposes of this Agreement, OWNERS are defined as the three PARTIES (COUNTY, GREENSBORO, HIGH POINT).
 - 2.4.7.2. USERS are defined as allied agencies that are not elements of the COUNTY, GREENSBORO, or HIGH POINT, that benefit from the infrastructure of the shared asset.
 - 2.4.8. All revenue generated on behalf of the system will be divided among the Parties in a manner determined by the governance committee and reduce the annual share of the Parties

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 16-18
(Crown Mark, Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 7, 2016

Public Hearing: Yes

Advertising Date: October 26, 2016 and
November 2, 2016

Advertised By: Planning & Development

Attachments: A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:

A request by Crown Mark, Inc. to rezone approximately 30 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to a Conditional Zoning Corporate Park (CZ-CP) District. The site is lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road (*720 Gallimore Dairy Road*).

BACKGROUND:

Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On September 27, 2016, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 16-18. The Planning & Zoning Commission recommended **approval** of this request, by a vote of 7-0, as outlined in the staff report and recommended by staff.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Crown Mark, Inc.

Zoning Map Amendment 16-18

At its September 27, 2016 public hearing, the Planning and Zoning Commission reviewed this request to rezone approximate 30 acres to the Conditional Zoning Corporate Park (CZ-CP) District. All members of the Commission were present, except for Mr. Mark Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request, on behalf of the applicant, was Mr. Henry H. Isaacson; an attorney with Isaacson, Isaacson, Sheridan, Fountain & Leftwich, LLP, 804 Green Valley Road, Suite. 200, Greensboro, N.C.

Mr. Isaacson provided a handout to the Commissioners that detailed an overview of the proposed development. The handout included a map of the property to be rezoned, the proposed zoning conditions (i.e. ROW dedication, access, improvements, and other transportation conditions), aerial photography of the buildings in close proximity to the rezoning site and a letter that was mailed to nearby property owners on behalf of Crown Mark, Inc.

In conclusion, Mr. Isaacson read the reasonableness/public interest statement located on page 5 of the staff report.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-18 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

- 1) The request is consistent with the Land Use Plan;
- 2) The applicant has offered transportation-related conditions to mitigate impacts for the development of a distribution facility that will exceed 400,000 square feet; and
- 3) Development standards of the CP District pertaining to location of loading areas, outdoor storage and prohibiting certain outdoor activity will ensure development will be compatible with the character of the surrounding development.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ZONING MAP AMENDMENT 16-18
September 27, 2016**

Request	
Applicant: Crown Mark, Inc.	Owner: Gallimore Partners, LLC
Zoning Proposal: To annex and apply initial City zoning to a 30-acre parcel	From: AG Agricultural District (<i>Guilford County</i>)
	To: CZ-CP Conditional Zoning Corporate Park District

Site Information	
Location:	The site is lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road.
Tax Parcel Numbers:	Guilford County Tax Parcel 0169750
Site Acreage:	Approximately 30 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The property has a moderately sloping terrain and an intermittent stream bisects the southeastern portion of the property. In addition, a perennial stream, with associated 100-year floodplain, runs along the western boundary of the property.
Water and Sewer Proximity:	A 12-inch City water line and an 8-inch City sewer line lies adjacent to the site along Gallimore Dairy Road. Also, a 12-inch City sewer line runs adjacent to the western boundary of the property along the stream corridor.
General Drainage and Watershed:	The site drains in a southwesterly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay District(s):	City Lake General Watershed Area Airport Overlay (Zone 1)

Adjacent Property Zoning and Current Land Use			
North	CU-LI	Conditional Use Light Industrial District	Industrial/warehouse use and undeveloped parcel
South:	CU-LI	Conditional Use Light Industrial District	Office and industrial/warehouse use
	CU-CP	Conditional Use Corporate Park District	
East:	AG	Agricultural	Undeveloped parcel
West:	CU-LI	Conditional Use Light Industrial District	Undeveloped parcel

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither in conflict with, nor does it promote the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The site has a Restricted Industrial land use designation. This classification is intended to accommodate office, warehouse, research & development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Land Use Plan Goals, Objectives & Policies:	The following goal and objective of the Land Use Plan are relevant to this request: Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj.#5. Maintain an appropriate balance between the size, location and density of new development and the availability and demands upon the public services and facilities required to serve that development.
Relevant Area Plan:	There are no area plans for this area.
Zoning History:	- Between 1986 and 1988 approximately 20 acres along the south side of Gallimore Dairy Road, south of this current zoning request, were annexed and granted a CU-CP District zoning (Z86-06 and Z88-16). - Between 1999 and 2007 abutting parcels to the north, east and west were annexed and granted a CU-LI District zoning. All of these zoning approvals included conditions requiring development to meet Corporates Park (CP) District development standards. - Property to the west was rezoned from CU-LI to AG in 2008 at the request of the property owner when an agreement to purchase was not completed.

Transportation Information			
Adjacent Streets:	Name		Classification
	Gallimore Dairy Road		Minor Thoroughfare
	Approx. Frontage		
	378 ft.		
Vehicular Access:	Driveway access from Gallimore Dairy Road.		
Traffic Counts: (Average Daily Trips)	Gallimore Dairy Road.		1,800 ADT NCDOT 2013 Traffic Counts
Estimated Trip Generation:	None		
Traffic Impact Analysis:	Required		Comments
	<u>Yes</u>	<u>No</u> X	None
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		
Comments:	1. <u>Right-of-Way Dedication:</u> The property owner shall dedicate a minimum of sixty (60) feet of right-of-way as measured from the existing centerline of Gallimore Dairy Road.		

	2. <u>Access:</u> The zoning site shall have one point of access to Gallimore Dairy Road. An internal access stub shall be provided to the eastern property boundary. 3. <u>Improvements:</u> The property owner shall construct right and left turn lanes with appropriate storage and tapers.
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School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant is requesting annexation and to establish City zoning in order to connect to City utilities and to develop an approximately 425,000-square-foot distribution/warehouse facility on this property. This property is within the northern portion of the City's planning area, which is designated for Restricted Industrial uses. There have been a number of similar zoning requests approved in this portion of the City's Planning area since the 1990s. Also, the site is located in Zone 1 of the Airport Overlay District, which only allows nonresidential uses.

The applicant has requested a Conditional Zoning Corporate Park (CZ-CP) District on the site and has offered transportation-related conditions pertaining to right-of-way dedication, vehicular access and road improvements.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Development Ordinance, and shall give consideration to the following in the review and discussion of any Conditional Zoning application. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Plans:

The proposed Conditional Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans

Staff Comments:

The request is consistent with the Restricted Industrial future land use designation for the area and with the goals and objectives outlined in the City's Land Use Plan.

Review Factors:

The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:

Factor #1	Produces a development that is compatible with surrounding development character and land uses;
	<u>Staff Comments:</u> Development standards of the CP District, which includes prohibiting loading areas from facing public streets, limiting outdoor storage and prohibiting outside

	manufacturing/processing or assembly, will ensure development will be compatible with the surrounding development character and uses.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;
	<u>Staff Comments:</u> The applicant has offered conditions for right-of-way dedication and road improvements to facilitate the movement of vehicles and trucks to the site. These conditions will mitigate impact for the proposed development of the property.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;
	<u>Staff Comments:</u> The site is within the City Lake General Watershed Area, and as such, development is required to meet the watershed standards of the Development Ordinance.
<u>Factor #4</u>	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;
	<u>Staff Comments:</u> The site is within an area currently served by City of High Point utilities and municipal services. The zoning submittal has no known adverse impacts on municipal services.
<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> Development of the site under the requested CP District will not adversely impact adjacent properties as similar zoning and development restrictions have been applied to adjacent parcels.

Changes in the Area:

There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.

Staff Comments:

During the past 30 years several industrial developments, consistent with goals and objectives of the Restricted Industrial Land Use classification, have been developed in this area.

Development Patterns:

The proposed Conditional Zoning District would result in development that promotes a logical, preferred and orderly development pattern.

Staff Comments:

- ❖ Since 1992, the adopted Land Use Map has established a Restricted Industrial land use classification for this portion of the City's Planning Area. The requested CP District and its associated development standards are consistent with the preferred development pattern established for this area by the Land Use Plan.
- ❖ Over the past 30 years' multiple parcels in this area (between Gallimore Dairy Road and I-40) have been annexed and zoned Corporate Park (CP) District. Due to restrictions on

maximum building coverage of the CP District some annexed parcels have been zoned Light Industrial (LI), but were conditioned to meet use and development standards of the CP District. The established of CP District zoning or conditioning property to CP District standards is in keeping with the Restricted Industrial Land Use Map classification for this area.

Reasonableness/Public Interest:

An approval of the proposed Conditional Zoning District is considered reasonable and in the public interest.

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because:

- 1) The request is consistent with the Land Use Plan;
- 2) The applicant has offered transportation-related conditions to mitigate impacts for the development of a distribution facility that will exceed 400,000 square feet; and
- 3) Development standards of the CP District pertaining to location of loading areas, outdoor storage and prohibiting certain outdoor activity will ensure development will be compatible with the character of the surrounding development.

Recommendation

Staff Recommends Approval:

As addressed in the Staff Analysis section of this report, development standards of the requested CP District and transportation-related conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses. The Planning & Development Department recommends approval of the request to rezone this 30-acre parcel to the CZ-CP District.

Required Action

Planning and Zoning Commission:

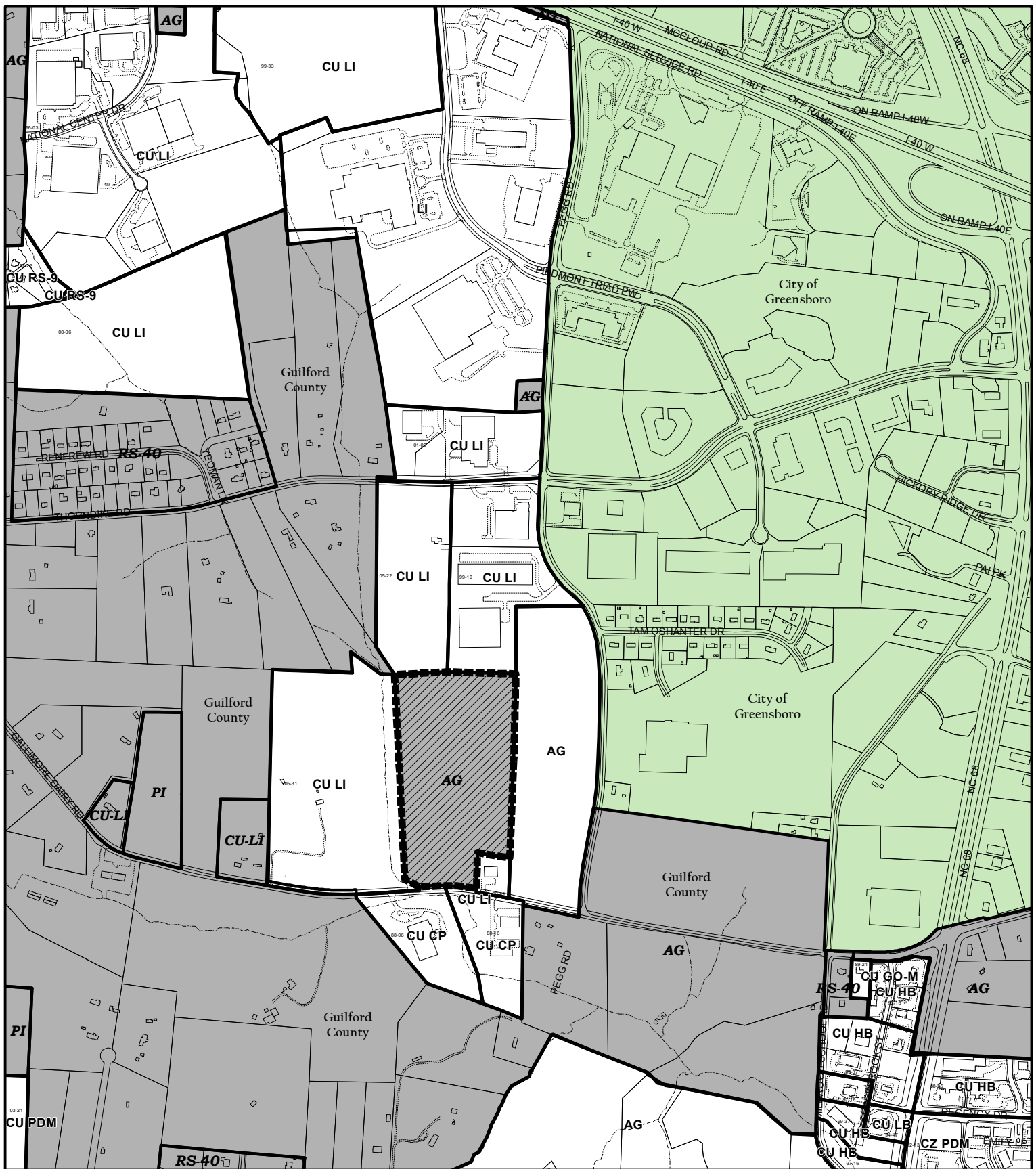
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

City Council:

The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.



ZONING MAP AMENDMENT ZA-16-18

From: Agricultural (Guilford County)
To: Conditional Zoning Light Industrial

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

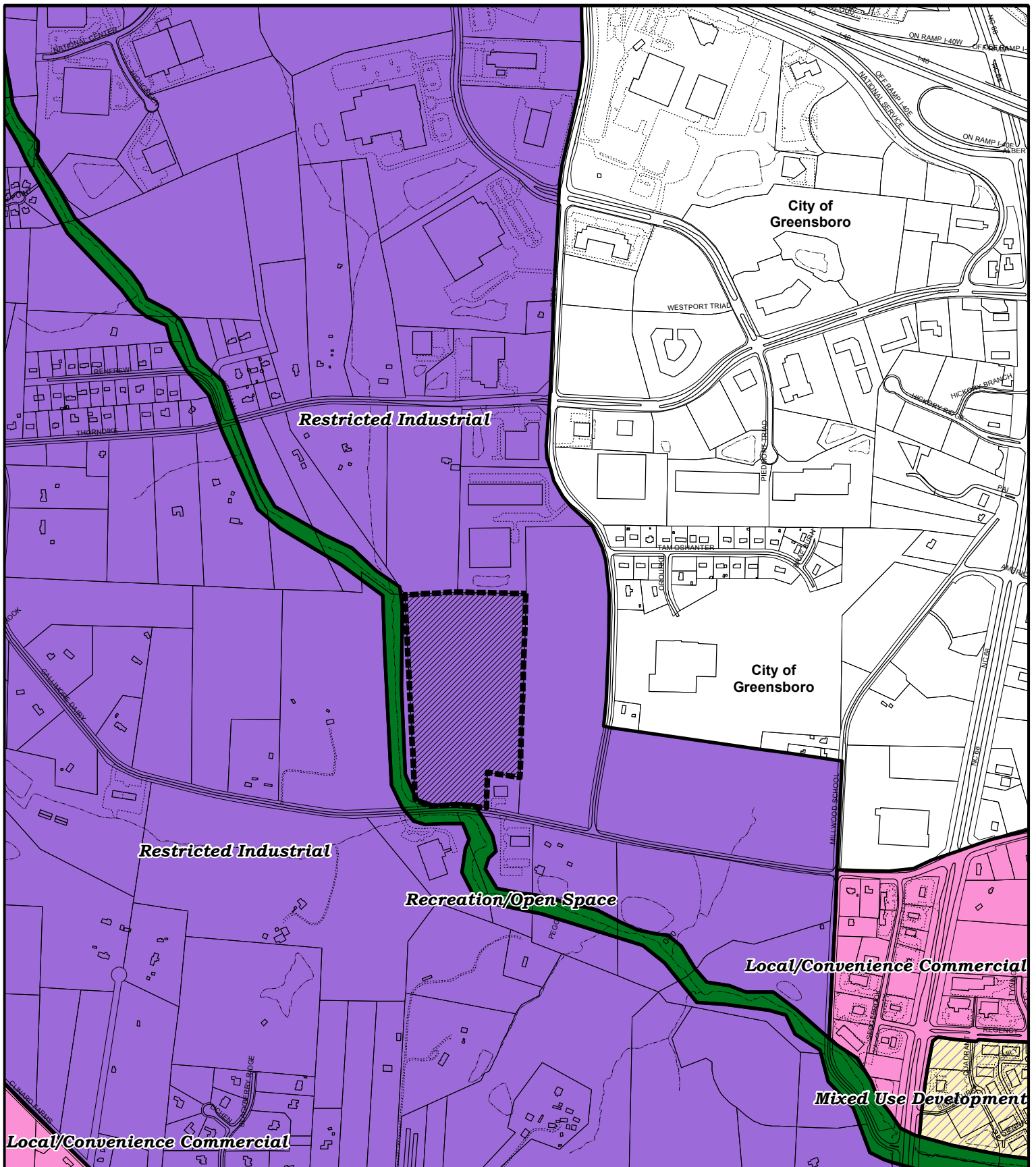
City of High Point

Date: September 27, 2016



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ZONING MAP AMENDMENT ZA-16-18

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



Planning & Development
Department

City of High Point

Date: September 27, 2016



Scale: 1"=1,000'
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2016\pz\za16-18lu.mxd



ZONING MAP AMENDMENT ZA-16-18

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: September 27, 2016



Scale: 1"=1,000'

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ZONING MAP AMENDMENT ZA-16-18



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 9-3-12, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted “The City of High Point Development Ordinance” on January 7, 1992 with an effective date of March 1, 1992, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 27, 2016 and before the City Council of the City of High Point on November 7, 2016 regarding **Zoning Map Amendment Case 16-18** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on September 17, 2016, for the Planning and Zoning Commission public hearing and on October 26, 2016 and November 2, 2016, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 7, 2016**.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Conditional Zoning Corporate Park (CZ-CP) District**. The property is approximately 30.14 acres and lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road (*720 -730 Gallimore Dairy Road*). The property is also known as Guilford County Tax Parcel 0169750.

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. **USES:** Any of the land uses allowed in the Corporate Park (CP) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the CP District and the specific conditions listed in this ordinance.

Part II. **CONDITIONS:**

A. **Transportation Conditions.**

1. **Right-of-Way Dedication:** The property owner shall dedicate a minimum of sixty (60) feet of right-of-way as measured from the existing centerline of Gallimore Dairy Road.

2. Access: The zoning site shall have one point of access to Gallimore Dairy Road. An internal access stub shall be provided to the eastern property boundary.
3. Improvements: The property owner shall construct right and left turn lanes, with appropriate storage and tapers, at the Gallimore Dairy Road access point into the rezoning site.
4. Other Transportation Conditions: The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.

SECTION 3

That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans that are required to be approved by the City of High Point.

SECTION 4

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.

7th day of November, 2016

Lisa B. Vierling, City Clerk

**Citizens Information Meeting Report
Zoning Map Amendment 16-18**

Isaacson Isaacson
Sheridan Fountain
& Leftwich, LLP
ATTORNEYS AT LAW

Henry H. Isaacson
Partner

Direct: 336-609-5133
Email: hisaacson@iislaw.com

September 1, 2016

Dear Neighbor:

Our client, Crown Mark, Inc., is under contract to purchase the property located at 720-730 Gallimore Dairy Road. Crown Mark is a long standing furniture design and manufacturing company. They have had a showroom in downtown High Point for many years and are excited to base a distribution facility here as well.

Crown Mark plans to build its east coast distribution facility on this property. We have applied to the City of High Point to rezone this property to allow for a distribution and warehouse facility.

The granting of our request will enable us to proceed with plans for an attractive and functional use of this property. We have worked closely with High Point planning staff to ensure our request and eventual development is in keeping with City's vision for this part of town and we believe our request is in harmony with the surrounding community.

Please feel free to contact our office with any questions you have about this request. The High Point Planning and Zoning Commission will meet to consider our request on Tuesday, September 27th at 6:00 pm. The meeting is held in the Council Chambers located on the third floor of the Municipal Building at 211 S. Hamilton Street.

Sincerely,



Henry H. Isaacson

2A-16-1A

ARBUTINA INVESTMENTS GREENSBORO
LLC
3411 INTEGRITY DR
GARNER NC 27529

Crown Mark, Inc.
10881 S. Sam Houston Parkway
Houston TX 77031

FIRST COMMUNITY BANCSHARES INC A
NEVADA CORP
PO BOX 989
BLUEFIELD VA 24605

GALLIMORE PARTNERS LLC
PO BOX 667
ELON NC 27244

Gallimore Partners, LLC
P.O. Box 667
Elon NC 27244

IDOL, WILLIAM R ; IDOL, REBECCA G
8027 THORNDIKE RD
GREENSBORO NC 27409

AMANADA HODIERNE
Isaacson Isaacson Sheridan Fountain &
Leftwich, LLP
804 Green Valley Road Ste. 200
Greensboro NC 27408

KRM 1 LLC
3965 44TH ST SE
GRAND RAPIDS MI 49512

LACKEY, ROBERT L ; LACKEY, KEITH H
209 KNOLLWOOD DR
JAMESTOWN NC 27282

LAMORE, MICHAEL J ; LAMORE, SUSAN M
818 NORTHERN SHORES PT
GREENSBORO NC 27455

NSPC-GALLIMORE DAIRY LLC
P O BOX 1974
LEXINGTON NC 27293

R & J HUDSON FAMILY LMTD PTNRS &
PLEASANTS FARM FAMILY LMTD P &
STELLA L PLEASAN
6117 WESTWIND DR
GREENSBORO NC 27410

SECURITY HOUSING INC
PO BOX 8050
GREENSBORO NC 27419

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Lexington Avenue Phase I Feasibility Study

From: Eric Olmedo, Budget Director

Meeting Date: November 7, 2016

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A budget amendment is needed to recognize donation revenue to transfer funds from the General Fund to the Capital Projects Fund, and to appropriate expenditures related to the Lexington Avenue Phase I Feasibility Study.

BACKGROUND:

The High Point Transportation Department has received funds in the amount of \$90,000 for the Lexington Avenue Phase I Feasibility Study from Business High Point. The total study cost is \$180,511. Of the remaining \$90,511, \$45,511 is proposed to be transferred from General Fund Special Appropriations, and \$45,000 is proposed to be transferred from existing projects in the Capital Projects Fund (Sandy Ridge Road Study - \$30,000, I-74 Interchange Improvement study - \$10,000, S. Main Street/Business 85 Study - \$5,000).

BUDGET IMPACT:

The budget amendment amount recognizes \$90,000 coming from Business High Point and \$45,511 being transferred from the General Fund Special Appropriations account, for a total of \$135,511. The remaining \$45,000 is already appropriated in the Capital Projects Fund and does not require Council action to transfer to this project.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

AN ORDINANCE AMENDING THE 2016-2017 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE LEXINGTON AVENUE PHASE I FEASIBILITY STUDY

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

Section 1. The City of High Point Transportation Department has received funds from Business High Point for partial funding of the Lexington Avenue Phase I Feasibility Study.

Section 2. Additional funds in the amount of \$45,511 from General Fund Special Appropriations will be transferred to the General Capital Projects Fund. This will be combined with \$45,000 from existing appropriated Transportation projects to fund the remaining portion of the project budget.

Section 3. In order to recognize and transfer these funds, the 2016-2017 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That Capital Projects Fund revenues be amended as follows:

Donations and Contributions	\$90,000
Transfer from General Fund	\$45,511

(B) That the Capital Projects Fund expenditures be amended as follows:

Transportation Capital Project	\$135,511
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Section 4. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. That this ordinance shall be effective from and after its passage.

Adopted November 7, 2016

**HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
October 3, 2016 – 5:30 P.M.**

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Mayor Bencini called the meeting to order and asked everyone to stand for a moment of silent prayer. The Pledge of Allegiance followed.

Upon call of the roll, the following Council Members were present:

Present: *Mayor William S. Bencini, Jr., Mayor Pro Tem Jeffrey Golden (Ward 1); and Council Members Latimer Alexander (At-Large), Cynthia Y. Davis (At-Large), Christopher Williams (Ward 2), Alyce Hill (Ward 3), Jay Wagner (Ward 4), James C. Davis, (Ward 5) and Jason Ewing (Ward 6)*

STRATEGIC PLAN UPDATE

160299 Strategic Plan Update

Blight/Code Enforcement Update

Mayor Pro Tem Jeff Golden gave the monthly update on Blight/Code Enforcement. Staff engaged in 122 active minimum housing cases (with an active backlog of 195 cases), 243 public nuisance complaints (355 active public nuisance cases) and collected 198 signs during the month of September. Additionally, the city is moving forward with implementing the priorities identified in Council's Strategic Plan. Our progress towards accomplishing those priorities are summarized below. A candidate has been identified for the final vacant position and is undergoing a background check. Completion of this hire will fully staff the Code Enforcement Division. The Center for Community Progress visited High Point on September 8th & 9th for its final site visit as part of the Technical Assistance Scholarship Program. Activities included:

- *Chris McLaughlin from the UNC School of Government and Tarik Abdelazim from Community Progress will co-facilitate a half-day workshop on tax enforcement and foreclosure systems.*
- *Small group meetings with the Data Team, Operation InAsMuch Planning Team, Open Door Ministries, Say Yes to Education, HPCAV and the HPPD.*

Tarik Abdelazim will return on November 7th to present a final report of recommendations to Council. Continuing to work with Mark Schroeder to develop reports and improve public access to information in Accela. Lori Loosemore, Local Codes Enforcement Supervisor, shared some before and after photographs of demolitions as well as public nuisances.

Millennial Task Force Update

Council Member Ewing reported that the Millennial Task Force met and have adopted a new name for the committee - "Connect High Point." A more detailed report will be presented at the next Council Meeting.

PUBLIC COMMENT PERIOD**160300****Public Comment Period**

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

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

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

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

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

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

Mayor Bencini opened the public comment and asked if there was anyone in the audience who wished to address City Council on any item that was not on the Regular Agenda.

Mr. Matthew Stafford, 120 James Road, Apt. B addressed City Council in reference to the \$25.00 fee charged by the City Inspections Department for the construction of a wheelchair ramp. He stated that most disabled citizens are unemployed and he feels this fee is unjust and problematic for them. He asked that the city consider taking it out of the fee schedule as it doesn't generate much income for the City. Greensboro had a fee of \$75.00 and they did remove it from their fee schedule structure.

With no one else wishing to speak to City Council, Mayor Bencini closed the public comment period.

CONSENT AGENDA ITEMS

Chairman J. Davis reported that the Finance Committee met on September 28th and recommended approval of the finance items. He recommended that these be rolled all into one motion for approval.

At this time, Chairman J. Davis MOVED to approve all finance-related matters on the Consent Agenda. Council Member Alexander made a second to the motion, which carried unanimously.

Note: Although one motion was made to approve/adopt these matters under the Finance Committee Consent Agenda, action on all of these matters will be reflected throughout the Consent Agenda portion of these minutes as being made and seconded by the same persons.

FINANCE COMMITTEE - Council Member J. Davis, Chair
Committee Members: J. Davis, C. Davis, Hill and Alexander (all were present)

160302 Contract - Electric Bucket Truck

Consideration of award of contract to Piedmont Truck Center in the amount of \$121,304.00 to purchase a new 2016 Ford F550 with a Altec AT40G bucket truck body for use by the City's Electric Department.

Approved contract with Piedmont Truck Center in the amount of \$121,304.00 to purchase a new 2016 Ford F550 bucket truck.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this contract be approved. The motion PASSED by unanimous vote. [9-0 vote]

160303 Contract - McGill Environmental - Bio-Solids Hauling

Consideration of award of contract awarding Bid No. 14 to McGill Environmental in the amount of \$514,360.00 for bio-solids hauling and disposal from Eastside and Westside Residuals.

Approved contract with McGill Environmental in the amount of \$514,360.00 for bio-solids hauling and disposal from Eastside and Westside Residuals.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this contract be approved. The motion PASSED by unanimous vote. [9-0 vote]

160304 Contract - Resurfacing of Parking Lots for Parks & Recreation Facilities

Consideration of award of contract to Blythe Construction in the amount of \$443,309.00 for the resurfacing of the Parks & Recreation Facility parking lots.

Approved contract with Blythe Construction in the amount of \$443,309.00 for the resurfacing of various Parks & Recreation Facility parking lots.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this contract be approved. The motion PASSED by unanimous vote. [9-0 vote]

160305 Leasing Agreement - Parks & Recreation Maintenance Equipment

Council is requested to approve a lease agreement with John Deere Financial for five utility vehicles used by various locations with the Parks and Recreation Department.

Approved lease agreement with John Deere Financial for leasing of five utility vehicles used by the Parks and Recreation Department.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Agreement be approved. The motion PASSED by unanimous vote. [9-0 vote]

160306 Leasing Agreement - Parks & Recreation Maintenance Equipment - Oak Hollow and Blair Park Golf Courses

Council is requested to approve a leasing agreement with TCF Financial for maintenance equipment to be utilized at Oak Hollow and Blair Park Golf Courses.

Approved lease agreement with TCF Financial for leasing of maintenance equipment to be utilized at Oak Hollow and Blair Park Golf courses.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this agreement be approved. The motion PASSED by unanimous vote. [9-0 vote]

160307 Contract - Sole Source - Fare Boxes

Consideration of award of contract (sole source) with Genfare in the amount of \$60,237.05 for the purchase of Fast Fare Fareboxes with Smart Card Readers (five additional units) to allow the fare boxes to be standardized across the entire bus fleet.

Approved contract with Genfare in the amount of \$60,237.05 for purchase of Fast Fare Fareboxes with Smart Card Readers for the City's bus fleet.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this contract be approved. The motion PASSED by unanimous vote. [9-0 vote]

160308 Resolution - Agreement - NCDOT - Furniture Market Transportation Grant

Council is requested to adopt a Resolution authorizing the City Manager to enter into an agreement with the North Carolina Department of Transportation (NCDOT) to

execute all agreements and contracts in connection with the transportation activities for the bi-annual International Home Furnishings Market.

Adopted Resolution authorizing City Manager to execute all agreements and contracts in connections with the transportation activities for the bi-annual International Home Furnishings Market.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this resolution be adopted. The motion PASSED by unanimous vote. [9-0 vote]

**Resolution No. 1645/16-45
Introduced 10/3/2016; Adopted 10/3/2016
Resolution Book, Volume XIX, Page 115**

160309

Contract - SHI International - Firewall Replacement

Consideration of award of contract with SHI International Corporation in the amount of \$92,045.00 to purchase new firewalls to replace the one located at City Hall and the second device at or off site disaster recovery facility.

Approved contract with SHI International Corporation in the amount of \$92,045.00 to purchase new firewalls to replace devices at City Hall and at our off site disaster recovery facility.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this contract be approved. The motion PASSED by unanimous vote. [9-0 vote]

160310

Change Order - North Main Street Underground Utilities

Council is requested to direct staff on how to move forward with Change Order No. 1 to the Yates Construction Contract for construction of the North Main Underground Utilities Project. Approval of contract will result in the reduction of the Yates Contract in the amount of \$246,250.00.

Approved change order No. 1 to the Yates Construction contract for the construction of the North Main Underground Project resulting in a reduction of the contract it the amount of \$246,250.00.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this contract be approved. The motion PASSED by unanimous vote. [9-0 vote]

160311

Resolution - Issuance of Series 2016 Combined Enterprise System Revenue Refunding Bonds

City Council is requested to approve the attached "Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$64,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2016 and

Authorizing the Execution and Delivery of Certain Documents in Connection Therewith.”

Adopted Bond Resolution Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$64,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2016 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith.”

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this resolution be adopted. The motion PASSED by unanimous vote. [9-0 vote]

**Resolution No. 1646/16-46
Introduced 10/3/2016; Adopted 10/3/2016
Resolution Book, Volume XIX, Page 116**

FINANCE COMMITTEE - Council Member J. Davis, Chair

PUBLIC HEARING

160301

Public Hearing for Crown Mark Expansion Project

Monday, October 3, 2016 at 5:30 is the date and time established to receive public comments on a request from Crown Mark to authorize up to \$181,000.00 in performance-based incentives for the company’s expansion project at 720 Gallimore Dairy Road and authorize the City Manager to execute all documents.

Chairman J. Davis opened the Public Hearing on this matter.

Loren Hill, President of the High Point Economic Development Corporation provided a presentation to City Council on this request from Crown Mark that involves two of High Point's focus industry sectors: furniture and distribution.

Crown Mark is considering an expansion here in High Point. The company was started in 1983 and has its corporate offices in Houston, Texas. The company specializes in residential furniture and accessories - for bedrooms, dining rooms, living rooms, and home offices.

- *The company currently has 37 employees at its two High Point locations - a showroom at 204 East Green Drive and a 100,000-square foot distribution facility that it leases at 4193 Eagle Hill Drive.*
- *The company has two other distribution centers in California and Texas.*

The company is considering purchasing land at 720 Gallimore Dairy Road.

- *Currently, this 30-acre site is just outside the High Point city limits.*

- *On September 27, the High Point Planning & Zoning Commission voted unanimously to approve the annexation and zoning of this property.*
- *It is anticipated that Crown Mark's annexation and zoning case will come before the City Council on November 7.*

If the company picks High Point for this expansion:

- *Crown Mark would add \$11.7 million to the tax base by constructing a 250,000-sq. ft. distribution center on Gallimore Dairy Road, which the company would own.*
- *In addition, the company would create 10 new jobs, with an average wage of \$50,000 - the jobs to be added would include warehouse staff, order processing personnel, and managers.*
- *Competition for this project is an out-of-state location.*

As a matter of information, the company could also construct an additional 100,000 - 150,000 square feet of flex space on the property in a second phase.

The City Council is being asked to consider a request from Crown Mark to authorize performance-based incentives for this expansion.

- *If the company meets all of the benchmarks outlined in a performance agreement, it could receive up to \$181,000 in installment payments over a three-year period.*
- *The High Point EDC staff recommends that the City Council authorize these performance-based incentives.*

The company anticipates making a decision on the location for the proposed expansion soon after the High Point City Council November 7th public hearing for the annexation/zoning of the property. If High Point is chosen, construction of the new building would begin next year.

At the conclusion of Mr. Hill's presentation, he introduced Joseph Ngo, owner and vice president of Crown Mark.

Mr. Joseph Ngo, Vice President of Crown Mark, addressed City Council and gave a brief overview of the company. In 2009, Crown Mark acquired the Huntington Furniture Company, which owned a warehouse in High Point. Crown Mark helped Huntington liquidate their inventory and then changed the name and incorporated the company into Crown Mark. Mr. Ngo shared a PowerPoint presentation to Council, which will be attached in Legistar and incorporated as a permanent part of these proceedings. The presentation outlined the acquisition of Huntington Furniture and the new structure of Crown Mark and their plans for the High Point location.

Following Mr. Ngo's remarks, Chairman J. Davis opened the public hearing and asked if there were any comments. With no one else appearing before Council, the public hearing was closed.

Authorized up to \$181,000.00 in performance-based incentives for Crown Mark's expansion project at 720 Gallimore Dairy Road and authorized the City Manager to execute all documents associated with same.

A motion was made by Council Member J. Davis, seconded by Council Member Williams, that this matter be approved. The motion PASSED by unanimous vote. [9-0 vote]

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - Mayor Pro Tem Golden, Chair Committee Members: Golden, Alexander, Ewing and Williams (all were present)

160312 Ordinance - Demolition of Structure - 715 O'Neill Street

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 715 O'Neill Street belonging to Robert Broadie.

Chairman Golden stated that the City's zoning enforcement staff recommends removal of this item from the agenda as the property owner has made significant progress making the necessary repairs to the structure.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be removed from the agenda. The motion PASSED by unanimous vote. [9-0 vote]

160214 Ordinance - Demolition of Dwelling - 913 Carter Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling locate at 913 Carter Street, belonging to Lecia L. Christian. This item was discussed at the July 18th City Council meeting and postponed to the August 15th meeting. At the August 15th meeting, Council continued this matter for 30 days to receive additional information from staff.

Chairman Golden stated that the City's zoning enforcement staff recommends removal of this item from the agenda as the property owner has made significant progress making the necessary repairs to the structure.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be removed from the agenda. The motion PASSED by unanimous vote. [9-0 vote]

PLANNING & DEVELOPMENT COMMITTEE - *Council Member Wagner, Chair*
Committee Members: Wagner, C. Davis, J. Davis and Golden (all were present)

160313 Resolution of Intent - Annexation 16-04

Approval of a Resolution of Intent that establishes a public hearing date of November 7, 2016, at 5:30 p.m., to consider a voluntary non-contiguous annexation request. The proposed annexation site is approximately 30 acres, and lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road. The property is also known as Guilford County Tax Parcel 0169750.

Adopted a Resolution of Intent establishing public hearing date of Monday, November 7, 2016 at 5:30 p.m. to consider a voluntary non-contiguous annexation request for 30 acres of property lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road.

A motion was made by Council Member Wagner, seconded by Council Member Alexander, that this Resolution of Intent be adopted. The motion PASSED by a 9-0 unanimous vote.

**Resolution No. 1647/16-47
Introduced 10/3/2016; Adopted 10/3/2016
Resolution Book, Volume XIX, Page 117**

160314 Resolution of Intent - Annexation 16-05

Approval of a Resolution of Intent that establishes a public hearing date of November 7, 2016, at 5:30 p.m., to consider a voluntary non-contiguous annexation request. The proposed annexation site is approximately 6.4 acres, and lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road. The property is addressed as 3826 & 3830 N. Main Street and also known as Forsyth County Tax Parcels 6892-06-3137.00 and 6892-05-1743.00.

Adopted a Resolution of Intent that establishes a public hearing date of Monday, November 7, 2016 at 5:30 p.m., to consider a voluntary non-contiguous annexation request for an approximate 6.4 acres lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road.

A motion was made by Council Member Wagner, seconded by Council Member C. Davis, that this Resolution of Intent be adopted. The motion PASSED by unanimous vote. [9-0 vote]

**Resolution No. 1648/16-48
Introduced 10/3/2016; Adopted 10/3/2016
Resolution Book, Volume XIX, Page 118**

160315 Resolution of Intent - Annexation 16-06

Approval of a Resolution of Intent that establishes a public hearing date of November 7, 2016 at 5:30 p.m., to consider a voluntary contiguous annexation request. The proposed annexation site is approximately 1.4 acres and lying along the south side of E. Martin Luther King Jr. Drive, approximately 400 feet east of Triangle Lake Road. The property is addressed as 3308 & 3310 E. Martin Luther King Jr. Drive and also known as Guilford County Tax Parcel 0161160 & 161157.

Adopted a Resolution of Intent that establishes a public hearing date of Monday, November 7, 2016 at 5:30 p.m., to consider a voluntary contiguous annexation request for approximately 1.4 acres lying along the south side of E. Martin Luther King, Jr. Drive, approximately 400 feet east of Triangle Lake Road.

A motion was made by Council Member Wagner, seconded by Council Member J. Davis, that this Resolution of Intent be adopted. The motion PASSED by unanimous vote. [9-0 vote]

**Resolution No. 1649/16-49
Introduced 10/3/2016; Adopted 10/3/2016
Resolution Book, Volume XIX, Page 119**

160316 Historic Marker Request

A request by Yalik's Fine Art in partnership with Kilby of H.O.P.E. for approval of a Historic Marker for the historic "Colored Section" of Oakwood Memorial Cemetery on Mint Street within the Cemetery between Forrest and Steele Streets.

Mr. David Fencl, Senior Planner, provided a brief summary of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings. He reported this is the third request the City Council has considered under the city's new policy. This request went before the Historic Preservation Commission on September 14th and it was approved by unanimous vote.

Councilman J Davis asked if the grant they received through the Convention & Visitors Bureau would cover 100% of the cost for the marker and staff replied in the affirmative.

Approved request for a Historic Marker for the historic "Colored Section" of Oakwood Memorial Cemetery on Mint Street within the Cemetery between Forrest and Steele Streets.

A motion was made by Council Member Wagner, seconded by Council Member C. Davis, that this request for a Historic Marker be approved. The motion PASSED by a 9-0 unanimous vote.

PUBLIC HEARING

160317 Resolution - West Mountain Funding, LLC - Street Abandonment 16-04

A request by West Mountain Funding, LLC to abandon a portion of the Staton Drive right-of-way, lying west of St. Johns Street.

Herb Shannon, Senior Planner, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings. This request was heard at the September 27th Planning and Zoning Commission Meeting and was recommended for approval by a unanimous 7-0 vote. The applicant is proposing to add this 8,276 square foot triangular portion of right-of-way into the abutting parcel to the west and re-subdivide the lots so as to develop three to four single family dwellings on the property. This abandonment request will not eliminate all of the Staton Drive right-of-way; there will still be a segment of this right-of-way remaining to provide access for abutting parcels to the north. For this reason, this street abandonment request will not deprive abutting property owners access to their property.

Following Mr. Shannon's presentation of the staff report, Chairman Wagner opened the public hearing.

Mr. Greg Garrett, West Mountain Funding Management (Petitioner), appeared before City Council to answer any questions. No one appeared in opposition to the request.

With no one else appearing before Council, Chairman Wagner closed the public hearing.

Adopted Resolution approving Street Abandonment 16-04 to abandon a portion of the Staton Drive right-of-way, lying west of St. Johns Street, to include the retention of a 20-foot-wide Duke Power utility easement, which also includes Time Warner Cable lines and NorthState Communication lines, centered over all existing electric lines within and crossing the right-of-way.

A motion was made by Council Member Wagner, seconded by Council Member J. Davis, that the Resolution be adopted approving Street Abandonment 16-04. The motion PASSED by unanimous vote. [9-0 vote]

**Resolution No. 1650/16-50
Introduced 10/3/2016; Adopted 10/3/2016
Resolution Book, Volume XIX, Page 120**

GENERAL BUSINESS AGENDA**160320****Fee Schedule for Public Records**

Council is requested to consider implementing a fee schedule for public records.

Motion by Council Member Alexander, second by Council Member Ewing to suspend the rules so the proposed fee schedule for public records could be added to the agenda for consideration. The motion carried by a 9-0 unanimous vote.

Council Member Alexander reported that information was provided by the city attorney to the Council today during a Manager's Briefing that was held prior to this meeting with a recommendation to implement the following public records fee schedule:

- .07 black and white copies (each page)
- .10 color copies (each page)
- \$5 CD (each)
- \$5 DVD (each)

He explained this would be a pure cost recovery of the city's expenses to produce information in these formats. He asked if it was the will of the Council to either approve this tonight or send it to the Finance Committee to be further discussed with a recommendation coming back to Council. Mayor Bencini advised the only issue at hand was whether or not Council members would operate under these same requirements. He asked the city attorney if this consideration could be pushed out and considered at a later date so Council could go ahead and take action on the proposed public records fee schedules. City Attorney JoAnne Carlyle agreed.

As a matter of clarification, Mayor Bencini advised that these fees at this point would only apply to requests citizens make for public records and would not apply to the Council as they struggle with the question of what council members should be responsible for in terms of payment.

A motion was made by Council Member Alexander, seconded by Council Member Wagner, to approve the following fee schedule for public records:

- .07 black and white copies (each page)
- .10 color copies (each page)
- \$5 CD (each)
- \$5 DVD (each)

Approved the above-referenced fee schedule for public records.

The motion PASSED by a 9-0 unanimous vote.

160318

Minutes to be approved

- Community Housing & Neighborhood Housing Meeting - September 13th @ 10:00 a.m.
- Finance Committee Meeting - September 14th @ 4:00 p.m.
- Manager's Briefing - September 19th @ 4:00 p.m.
- Regular Council Meeting - September 19th @ 5:30 p.m.

The minutes of the preceding meetings were approved as submitted.

A motion was made by Council Member Alexander, seconded by Council Member Wagner, that Minutes of the preceding meetings be approved. The motion PASSED by unanimous vote. [9-0 vote]

160030

Boards & Commissions - Vacancy Report

Attached is the current list of vacancies for all Boards & Commissions.

Council Member Alexander reported that he and Council Member C. Davis needed to meet in the near future to further review the vacancies on the boards and commissions. Citizens Advisory Council members have informed him they are having issues with not being able to meet and take action due to the lack of a quorum. Council Member C. Davis reiterated her concerns that she made during a prior meeting regarding not being able to serve in this capacity with Council Member Alexander. She mentioned that this was confirmed when she overheard a portion of a conversation between Council Member Alexander and someone else that he "felt it was easier just to ignore her." She urged another council member to serve in that capacity with Council Member Alexander because she would not continue serving in that capacity.

Mayor Bencini asked for any volunteers. Council Member J. Davis volunteered to serve with Council Member Alexander to review the vacancies on the boards and commissions.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:20 p.m. upon motion duly made and seconded.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 9-3-12, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted “The City of High Point Development Ordinance” on January 7, 1992 with an effective date of March 1, 1992, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 27, 2016 and before the City Council of the City of High Point on November 7, 2016 regarding **Zoning Map Amendment Case 16-19 (ZA-16-19)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on September 17, 2016, for the Planning and Zoning Commission public hearing and on October 26, 2016 and November 2, 2016, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 7, 2016**.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **General Office-Moderate Intensity (GO-M) District**. The property is approximately 6.4 acres and lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road (3826 & 3830 N. Main Street). The property is also known as Forsyth County Tax Parcel 6892-06-3137.00 and 6892-05-1743.00.

SECTION 2

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

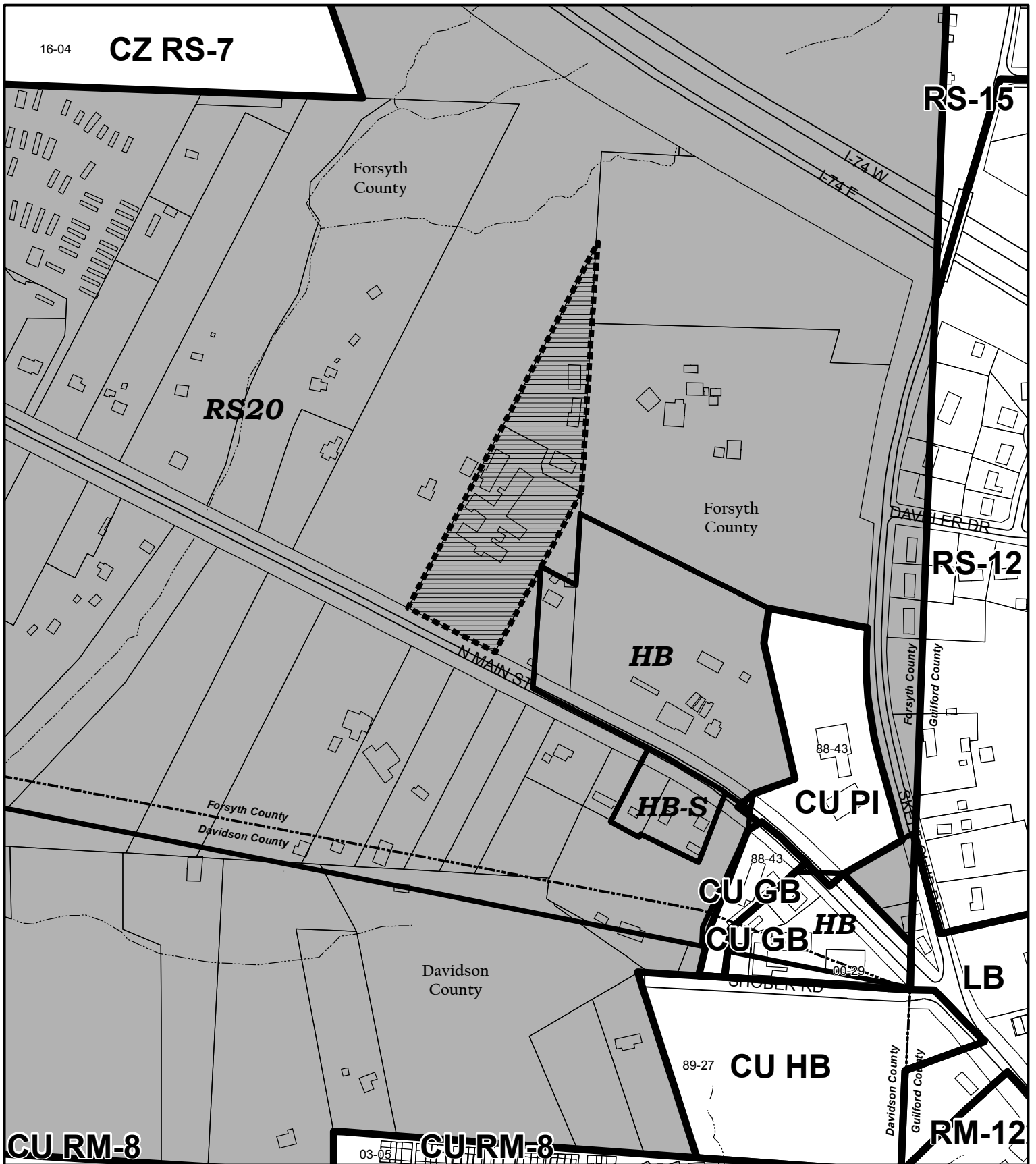
SECTION 3

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4.

This ordinance shall become effective upon the date of adoption.
7th day of November, 2016.

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA-16-19

From: Residential Single Family-20 (Forsyth County)
To: General Office - Moderate Intensity

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: September 27, 2016



Scale: 1"=400'
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CITY OF HIGH POINT

AGENDA ITEM



Title: Pole Attachment Agreement-Level 3 Communications, LLC

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: November 7, 2016

Public Hearing: N/A

Advertising Date /

Advertised By: N/A

Attachments: Attachment A: Pole Attachment Agreement

PURPOSE:

This agreement/contract will allow Level 3 Communications to attach their lines/equipment to the City's overhead distribution system.

BACKGROUND:

Under State law we are required to allow pole attachments to the City's overhead distribution system. Level 3 Communications is a communication provider that works in conjunction with cell phone providers in our area. This document has been reviewed by the Electric Department and the City's Legal Staff.

BUDGET IMPACT:

Level 3 Communications is responsible for all attachment fees and make ready cost incurred by the City.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve this contract/agreement.

POLE ATTACHMENT AGREEMENT

BETWEEN

Level 3 Communications, LLC

AND

The City of High Point, North Carolina

October 3, 2015

Pole Attachment Agreement
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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (“Agreement”), entered into on this ____ day of _____, 2016 (the “Effective Date”) by and between the **City of High Point, North Carolina** (hereinafter “Licensor”), and Level 3 Communications, LLC, a Delaware limited liability company (hereinafter “Licensee”), sometimes referred to collectively as the Parties or individually as “Party”;

WHEREAS, Licensee proposes to furnish communications services and desires to install and maintain all facilities, including, but not limited to, aerial cables, wires, and associated hardware (hereinafter cumulatively referred to as “Facilities”) on Licensor’s poles in Licensor’s and in the rights of way of Licensor; and

WHEREAS, Licensor is willing to permit, subject to the terms and conditions set forth herein, to the extent required by law, including, but not limited to, North Carolina General Statutes § 62-350 the attachment of Licensee’s Facilities to its poles, where such use will not interfere with Licensor’s own primary electric service requirements or the existing attachments of others authorized to use the poles of Licensor.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I. **SCOPE OF AGREEMENT**

1.1 Service Area.

This Agreement shall be in effect in all Licensor areas and shall apply to Licensor poles now existing or hereafter constructed during the term of this Agreement.

1.2 Intentionally Left Blank.

1.3 Authorization.

Subject to the terms and conditions of this Agreement, Licensor grants to Licensee and Licensee accepts from Licensor, a non-exclusive license to occupy, place and maintain its Facilities on Licensor’s poles, which non-exclusive license includes the use of Licensor’s drop/service poles. No use of Licensor’s poles, however extended, or payment of fees or charges required under this Agreement, shall create or vest in Licensee any ownership or property rights in such poles. Licensee rights herein shall remain those of a mere license.

1.4 Assignment.

Licensee may not assign its rights under this Agreement to any other entity without Licensor’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to an entity acquiring fifty-one percent (51%) or more of Licensee stock or assets or any subsidiary or affiliated company in which Licensee holds a 10% or greater interest or an

entity controlling or under common control with Licensee without obtaining Licensor's consent. Licensor shall notify Licensee within thirty (30) days in the event it assigns its rights under this Agreement or if it transfers ownership of any or all of its poles to another entity. Notwithstanding the foregoing, this Section 1.4 shall not prohibit license from leasing fibers or capacity in its facilities.

1.5 **Facility Removal.**

Upon termination of this Agreement for any reason, and subject to the provisions of applicable North Carolina law, Licensee, at the request of Licensor, shall remove, at Licensee's expense, all Facilities from Licensor's poles. The maximum time limit within which Licensee shall remove its Facilities from Licensor's poles shall be ninety (90) days. If Licensee does not remove its Facilities from Licensor's poles as required by this Section 1.5, Licensor shall have the right to remove Licensee's Facilities at the sole risk and expense of Licensee.

1.6 **Authorizations Required.**

Licensee, at its sole cost and expense, shall secure all authorizations, franchises, licenses, permits and consents required for the construction, operation and maintenance of the Facilities. If any authorizations, franchises, licenses, permits or consents obtained by Licensee are subsequently revoked, terminated or denied for any reason, Licensee shall retain the right to pursue and exhaust all legal, administrative, and equitable remedies in all state and federal forums before Licensor may revoke Licensee's permission to attach to Licensor's poles.

1.7 **Term.**

This Agreement shall become effective upon its execution and shall continue in effect for an initial term of five (5) years (the "Initial Term"); thereafter, this Agreement shall renew automatically for one (1) successive term of five (5) years (each, a "Renewal Term"). Licensor or Licensee may terminate this Agreement at any time during the Initial Term or any Renewal Term with six (6) months written notice to the other. In the event that this Agreement is terminated, the contract terms and conditions, including the applicable rates, shall continue as stated herein until this Agreement is renewed on terms and conditions satisfactory to both Parties. If the Parties are unable to agree on satisfactory renewal terms and conditions, and unless the Parties are proceeding in accordance with North Carolina General Statutes § 62-350, Licensee shall remove its Facilities in accordance with the provisions of Section 1.5 of this Agreement.

ARTICLE II.
PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

2.1 **Permit Application; Confidentiality.**

Before making or modifying any attachment to any pole or poles of Licensor, Licensee shall submit a permit application (see **Exhibit A**) and receive from Licensor a permit for such attachment/placement. The Parties agree Licensee shall not be required to submit a

permit application in order to perform routine maintenance, including replacement of cables or overlashing; however, Licensee shall provide Licensor with five (5) days advance notice of any overlashing. In addition, Licensor agrees that a permit application shall not be required for Licensee to make an attachment to drop poles subject to the requirements stated in Section 2.8 of this Agreement. All materials submitted by Licensee in connection with permit applications for Facilities are to be handled and reviewed only by those Licensor personnel directly responsible for the coordination and administration of joint-use requests. Such materials are of a confidential, proprietary, and commercially sensitive nature and, unless otherwise required by law, shall not be disclosed by Licensor or its employees for any reason other than to process and administer Licensee Facilities' permit application request.

2.2 **Make-ready Survey.**

When Licensor receives a permit application, a make-ready survey may be necessary to determine the adequacy of the existing poles and anchors to accommodate Licensee's Facilities. Licensor, upon prior notice to Licensee, may perform the field inspection portion of the make-ready survey and Licensee may be present if desired.

2.3 **Grant or Denial of Access.**

Except as otherwise provided by law, Licensor reserves the right to deny Licensee access to any pole, on a non-discriminatory basis, where there is insufficient capacity on or in Licensor's poles or for reasons of safety, reliability or generally applicable engineering standards, provided that before Licensor denies access based on insufficient capacity, Licensor shall explore potential accommodations in good faith and take all reasonable steps to accommodate Licensee request for access. In addition, Licensor shall not arbitrarily deny or condition Licensee's permit application based upon Licensee's status as a provider of cable service, broadband cable communications services or other lawful communications services. Licensor shall either grant or deny access to its facilities within thirty (30) calendar days of Licensee permit application. If access is not granted by Licensor within thirty (30) days of Licensee permit application, Licensor must confirm the denial of access in writing by the thirtieth (30th) day. Licensor's denial shall be specific and shall include all relevant evidence and information supporting its denial, and shall explain how such evidence and information related to the denial of access for reasons of lack of capacity, safety reliability or generally applicable engineering standards.

2.4 **Make-ready.**

(A) Whenever any pole to which Licensee seeks attachment can and must be modified or replaced solely to accommodate Licensee's Facilities, Licensor will provide Licensee with a detailed estimate of make-ready work it believes to be necessary to prepare the pole for Licensee's Facilities. Licensor will provide Licensee with such estimate within thirty (30) days of receiving Licensee's permit application for attachment. After receiving this estimate, if Licensee still desires to make the attachments, Licensee shall notify Licensor within 15 days of receiving such estimate of such continuing desire to attach or occupy, and shall pay to Licensor any required advance payment for the reasonable and actual cost

of such make-ready work, which may include engineering, materials (including poles and associated hardware), cost of removal (less any salvage value), and the expense of transferring Licensor's facilities, as well as the attachments of other preexisting occupants, from the old to the new poles if required solely to accommodate Licensee's Facilities. Where the advance payment of estimated expenses made to Licensor by Licensee for both non-replacement make-ready and replacements is less than the reasonable and actual cost of work described above, Licensee shall pay Licensor the amount in excess of the amount of the advance payment. Where the advance payment of estimated expenses made to Licensor by Licensee exceeds such reasonable and actual costs, Licensor shall refund the difference to Licensee. Licensor shall commence all requested make-ready and pole replacement work within 15 days of receiving any work request confirmation and any required advance payment from Licensee. Licensee shall not be responsible for any make ready costs required to cure pre-existing violations of the NESC or other applicable requirements.

(B) Notwithstanding the foregoing, Licensee, at its option but with Licensor's prior written consent, may choose a contractor, that meets industry standard qualifications and criteria, to perform make-ready work on its behalf. In secured areas where safety or system reliability concerns are an issue, Licensor may require an escort to supervise the work of Licensee's agents. Licensor shall also retain the right to perform post-installation inspections, at Licensee's expense, to ensure Licensee's agents' work meets Licensor's standards.

(C) Licensor shall be responsible for notifying other parties with existing attachments or occupancy and coordinating the make-ready work necessary in order to accommodate Licensee's attachments.

2.5 **Multiple Applications.**

When applications to occupy the same pole, or have been received from two or more prospective occupants, including Licensee, before any one of them is given a permit, and, if to accommodate their respective facilities it would be necessary to rearrange existing facilities or replace the pole, each such prospective occupant shall bear the applicable costs of rearrangement or replacement incurred in conjunction with its own application(s)

2.6 **Modifications and Cost Allocation.**

If a pole to which Licensee has previously made an attachment is to be modified or replaced due to the requirements of another joint-user, including Licensor, except when such modification is for the purpose of performing routine maintenance or to respond to an emergency situation, Licensor shall provide Licensee with forty-five (45) days notice of the proposed modification or replacement so that Licensee can determine whether it wishes, subject to the provisions of Section 2.1, above, to add to or modify its existing attachment or occupancy in connection with the proposed modification or replacement. For purposes of this Section 2.6 only, and in the event Licensee decides to add to or modify its existing attachment or occupancy in connection with the proposed modification or

replacement, Licensee give notice to Licensor of its intent within thirty (30) days of receipt of notice from Licensor.

In the event that a pole is modified as a result of the requirements of Licensor, Licensee or any other joint-user, the costs of modification (including, but not limited to, the cost of rearranging or replacing the attachments of other joint-users who do not take part in or directly benefit from the modification) shall be borne proportionately by all such entities that require such modification to obtain access to such pole. For the purpose of allocating modification costs under this section, the proportion of the modification costs attributable to each modifying or newly attaching entity shall be determined by the ratio of the new useable space occupied by each modifying or newly attaching entity in relation to the total new usable space occupied by all modifying or newly attaching entities. For example:

(A) Should Licensor replace any poles because of the increased requirements of more than one pole occupant, including those of Licensee, Licensee shall be responsible only for its transfer costs from the old pole to the new pole and the cost of any non-betterment portion of the new pole.

(B) Should Licensor replace any poles solely because of Licensee increased requirements, in addition to being obligated to transfer its attachments to the new pole at its own expense, Licensee shall pay those costs and expenses associated with the transfer of other pole occupants' facilities from the old pole to the new pole.

(C) Should the increased requirements of Licensor and/or the requirements or increased requirements of other pole occupants call for the replacement of any poles without any increase in the requirements of Licensee, Licensee shall not be required to bear any costs associated with such pole replacements, and Licensee shall be reimbursed for any costs associated with the transfer of its Facilities from the old pole to the new pole. Whenever Licensor intends to modify or replace a pole, Licensor shall provide 45 days advance written notification of such action to Licensee so that Licensee may have a reasonable opportunity to add to or to modify its attachment.

2.7 **Pole Maintenance.**

(A) Should Licensor replace any poles because of (i) deterioration or (ii) the requirements of public authorities or property owners, and should Licensee desire to occupy the new pole, Licensee shall be obligated to transfer its attachments to the new pole at its own expense.

(B) Licensee, at its own expense and risk and by the terms of this Agreement, shall place, transfer, and rearrange its own attachments on Licensor's poles, place guys to sustain any unbalanced pole loads caused by its own attachments, and perform any tree trimming or cutting incidental thereto. Licensee at all times shall perform such work promptly and in such manner as not to interfere with the service of Licensor or by other pole occupant.

(C) In the event Licensor determines, in Licensor's reasonable judgment, that a particular condition or situation is an emergency, Licensor may arrange to relocate, replace,

remove, renew or disconnect Licensee's Facilities and transfer them to substituted poles or perform any other work in connection with Licensee's Facilities that may be required during the emergency. Licensor shall provide Licensee with the immediate notice of the situation so that Licensor and Licensee, if possible, may coordinate their responses to the emergency. If notice is impossible during the emergency situation, Licensor shall notify of any emergency and any relocation, replacement or removal affecting Licensee's attachments, as soon as reasonably practicable.

(D) Licensee shall have access to Licensor's maintenance duct to perform maintenance work and emergency repairs.

(E) Licensee shall be responsible for trimming and cutting all trees, shrubbery, and other vegetation in the vicinity of its Facilities as necessary for the operation of its own Facilities and at its own expense. This shall be done in a manner not to interfere with or damage any existing attachments. For non-emergency maintenance, property owner(s) shall be notified in advance of any work performed by Licensee.

2.8 Drop Poles Runs.

Notwithstanding any other provision set forth in this Agreement, after initial construction of its Facilities, Licensee shall have the right to attach non-current carrying drops to drop poles ("Drops") without prior application; provided, however, that Licensee shall forward a notice of attachment of Drops quarterly for billing adjustments.

2.9 Continuous Licensor Operation.

Licensee expressly agrees that Licensee shall not intentionally interfere with the normal operation of Licensor's equipment during Licensee's performance of any construction or maintenance, and that Licensee shall provide and use all protective equipment necessary for the protection of Licensee employees and equipment and to guard against interferences with normal operation of Licensor's equipment.

2.10 Compliance with and Supplements to Safety Codes.

Licensee shall attach its Facilities to Licensor's poles in a safe condition and maintain them in thorough repair, and in compliance with the requirements and specifications set forth in applicable Federal and State law, the National Electrical Safety Code in effect as of the time of attachment ("NESC") and the applicable rules and regulations of the Occupational Safety and Health Act. In the event the NESC is updated, all Facilities installed by Licensee after the effective date of the updated NESC shall comply with the applicable requirements of the updated NESC. Licensor shall apply to Licensee only such specifications, standards and practices as are uniformly applied to all parties attached to the poles.

2.11 Non-Interference with Licensor Facilities.

Licensee at all times shall ensure that its agents, servants, employees, and contractors neither take nor attempt to take any action whatsoever to interfere with Licensor's wires, attachments, and other facilities attached to or supported by poles covered by this

Agreement. Each Party shall exercise reasonable precautions to avoid damage to the facilities of the other.

ARTICLE III. INSPECTIONS

3.1 Post-Installation and Safety Inspections.

Licensor reserves the right to inspect each new Licensee installation on Licensor's poles and in the vicinity of Licensor's lines. Licensor also reserves the right to make reasonable periodic inspections as conditions may warrant, to determine if Licensee's construction and installation complies with the approved shop drawings, construction drawings, and/or applicable safety codes or laws.

3.2 Facilities Inventory.

(A) Licensee and Licensor, acting in a cooperative manner for purposes of rendering bills, shall tabulate the total number of Licensee attachments on Licensor's poles. This tabulation shall be based on a perpetual inventory of permits.

(B) Within three (3) months after the Effective Date, Licensor shall conduct an initial inventory of Licensee's attachments to verify the number of poles on which Licensee has attached its equipment and may conduct subsequent inspections as set forth herein. All such attachments found in the initial inventory shall be deemed authorized. Licensor shall provide thirty (30) days' notice of such initial inventory so that Licensee may be present and observe such inventory. After completion of the initial inventory of poles, subsequent inventories may be taken by Licensor as frequently as annually. To the extent subsequent inventories identify Facilities that have been attached without permits since the most recently completed inventory, Licensee shall pay Licensor the unauthorized attachment fee set forth below in Section 3.3.

(C) Inventories may be conducted, in Licensor's discretion, either by Licensor or by an independent contractor selected by Licensor. Licensee shall be permitted to observe the conduct of the physical inventory. Subsequent inventories shall be preceded by ninety (90) days advance written notice to Licensee. Prior to such inventory, the projected costs of the inventory shall be submitted to Licensee in advance for approval. Licensee shall be responsible for a pro-rata share of the actual inventory costs on poles to which Licensee has attachments.

(D) As an alternative to performance of a physical inventory, the Parties may, if mutually agreed, determine the number of attachments from existing maps and/or attachment records provided that such maps or records exist and provided that each Party agrees that results with reasonable accuracy can be achieved. If the Parties agree to this method, any maps and/or records belonging to one of the Parties and utilized to count attachments shall be made accessible to the other Party and the number of attachments shall be determined through a mutual and cooperative effort of both Parties. The results of attachment counts performed in this manner shall be treated, for the purpose of determining

rentals and other charges due for unauthorized attachments, as if results were achieved by an actual jointly conducted physical inventory.

3.3 **Inventory Disparity.**

(A) Following the initial inventory described above in Section 3.2, in the event the number of poles to which Licensee has attached its Facilities differs from the number shown in Licensor records, Licensor may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Licensor shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.

ARTICLE IV.
ABANDONMENT OF JOINT POLES
AND REMOVAL OF ATTACHMENTS

4.1 **Notice.**

Licensee, at any time, may remove its Facilities from any pole(s) of Licensor, and shall give Licensor written notice within thirty (30) days of such removal.

4.2 **Pole Abandonment.**

(A) If Licensor desires at any time to abandon any pole(s), it shall give Licensee notice in writing to that effect at least 90 days prior to the date on which it intends to abandon such pole. If, at the expiration of such 90 day period, Licensor has no attachments on such pole(s) but Licensee has not removed all of its attachments from such pole(s), Licensor may transfer ownership of the pole(s) to Licensee if accepted by Licensee. In the event Licensee agrees to accept such poles, Licensee shall hold Licensor harmless from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not arising out of any prior event or occurrence theretofore as a result of any attachments to such pole(s).

(B) If Licensee does not accept the transfer of ownership of pole(s) or abandoned by Licensor, Licensor shall have the right to remove Licensee's attachments at the sole risk and expense of Licensee.

ARTICLE V.
RENTAL AND PROCEDURE FOR PAYMENTS

5.1 **Rental Rate.**

The annual rental amount to be paid by Licensee shall be \$ 7.00 per year for each pole to which Licensee's Facilities are attached.

5.2 **Payment Due Date.**

Rental payments shall be invoiced annually. Licensor will submit to Licensee an invoice for the annual rental period no later than the sixtieth (60th) day after the Effective Date (and no later than the sixtieth (60th) day after the anniversary of the Effective Date for each renewal term). The invoice will reflect the number of attachments as of the Effective Date. Rental bills shall be considered delinquent if not paid in full within 30 days upon receipt. If Licensor does not receive any undisputed fee or other undisputed billable amount within (30) days after it becomes due, Licensee shall pay interest to Licensor at a rate set for that period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Code.

5.3 **Payment of Other Amounts.**

Any other payments required to be made by either Party pursuant to the terms of this Agreement shall be made in accordance with the provisions of this Article V.

ARTICLE VI.
LIABILITY AND INSURANCE

6.1 **Indemnity and Allocation of Liability.**

The Parties shall exercise reasonable care to avoid damage to the facilities of each other, to the facilities of other joint-users on Licensor's poles or to other persons or their property. When any liability is incurred by either or both of the Parties hereto for damages for injuries to the employees or for injury to the property of either Party, or for injuries to other persons or their property, arising out of the joint use of facilities under this Agreement, or due to the proximity of the facilities of the Parties covered by this Agreement, the liability for such damages, as between the Parties hereto, shall be as follows:

(A) Except as otherwise provided in this Article VI, each Party hereby assumes all responsibility and shall be liable for any and all loss for damage to the facilities of the other and to the facilities of other joint-users on Licensor's poles caused solely by its gross negligence or willful misconduct, or that of its employees, agents, servants or independent contractors;

(B) Each Party hereby assumes all liability and shall be liable for all damages caused by such Party for injuries to third persons or third person's property caused solely by its gross negligence or willful misconduct, or that of its employees, agents, servants or independent contractors;

(C) In the event such injuries are proximately caused by the concurrent gross negligence or willful misconduct of both Parties hereto, each Party shall be liable for the damages in the same proportion that the damages caused by the gross negligence or willful misconduct of the respective Party bears to the total damages;

(D) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either Party hereto shall be required to make any payment to its injured employees or to the relatives or representatives in conformity with: (1) the provisions of any Workers' Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding sections of this Article.

(E) Intentionally Omitted.

(F) Intentionally Omitted.

(G) To the extent allowed by the laws of North Carolina, each Party shall indemnify (the "Indemnifying Party") and save harmless the other party (the "Indemnified Party") from and against all liability, including, but not limited to, all damages, costs, attorneys' fees, disbursements, and other proper charges and expenditures that the Indemnified Party may incur, solely as a result of the gross negligence or willful misconduct of the Indemnifying Party, its employees, agents, servants or independent contractors (other than the Indemnified Party), while in the course of their employment or in the performance of their contract which causes damages to third parties or to the property of third parties which are proximately caused by such acts, omissions or breaches. The agreement to indemnify and save harmless is conditioned on the following:

- (i) that the Indemnified Party shall give prompt notice in writing to the Indemnifying Party of such a claim; and
- (ii) that the Indemnifying Party shall have the sole control of the defense of any action on such a claim, and all negotiations for the settlement or compromise of the same; provided, however, that the Indemnifying Party shall not settle or compromise an action or claim on behalf of the Indemnified Party without the prior written consent of the Indemnified Party;
- (iii) should any situation become, or in Indemnifying Party's opinion be likely to become, the subject of any such claim or action, the Indemnified Party shall permit Indemnifying Party, at the option and expense of the Indemnifying Party, to take such reasonable action as may be appropriate under the circumstances to avoid such claim, or to effectuate the settlement thereof; and
- (iv) the Indemnifying Party shall have no liability to the Indemnified Party hereunder for any damages caused solely by the Indemnified Party, its agents, servants, employees, or independent contractors (other than the Indemnifying Party).

6.2 **Consequential Damages.**

Notwithstanding the foregoing, neither Party shall be liable to the other for any indirect, special or consequential damages, including, but not limited to, loss of profits or revenues, interruption of customer service or interference with business operations.

6.3 **Settlement.**

In the event the Indemnifying Party compromises or settles any such claim with a third party, the Indemnifying Party shall obtain a release of all claims arising out of that particular incident against the Indemnified Party, in addition to any release in favor of the Indemnifying Party.

6.4 **Insurance Requirements.**

Licensee shall carry and keep in force, while this Agreement is in effect, insurance contracts, policies and protection with a reliance company or companies satisfactory to Licensor and licensed to do business in North Carolina in amounts and for coverage deemed necessary for its protection by Licensee, but in no event for amounts or coverage less than the following minimum requirements:

(A) Commercial General Liability Insurance (including, but not limited to premises, operations, explosion, collapse and underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000 combined single limit bodily injury and property damage for each occurrence.

(B) Licensee shall also carry and keep in force, while this Agreement is in effect, Workers' Compensation insurance in compliance with the laws of North Carolina and employer's liability insurance with minimum limits of \$1,000,000 per occurrence.

(C) Licensee shall furnish Licensor with certificates of insurance showing that such insurance is in force and will not be cancelled or modified without thirty (30) days' prior written notice to Licensor. Neither acceptance nor knowledge (by and of Licensor) of the procurement of Licensee of insurance protection of lesser scope than that required to be procured by it under this Agreement shall in any manner or for any purpose constitute or be deemed a waiver by Licensor of the requirements imposed respecting insurance protection, nor shall any such acceptance or knowledge of insurance protection of lesser scope in any manner or for any purpose lessen or modify or constitute a limiting interpretation of the scope of the matters covered by and obligations of Licensee under this Agreement.

6.5 **Waiver of Recovery**

Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom the other party may be responsible),

which loss or damage is covered by valid and collectible fire, extended coverage, “All Risk” or similar policies, to the extent that such loss or damage is recovered under any of the insurance policies. Written notice of the terms of this mutual waiver shall be given to each insurance carrier and the insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of any insurance coverage by reason of this waiver.

ARTICLE VII.

TERMINATION AND DEFAULTS

7.1 Default.

If Licensee shall default in any material obligation under this Agreement, Licensor may, in the event Licensee fails to cure such default in accordance with Section 7.3 below, terminate Licensee’s use of the particular poles covered by this Agreement which are the subject of the default or terminate this Agreement in its entirety.

7.2 Termination Effective Date.

Any termination shall be effective by written notice from one Party to the other, and termination shall be effective upon 90 days notice.

7.3 Opportunity to Cure.

Prior to exercising any remedy or terminating this Agreement as a result of a default by Licensee, Licensor shall provide notice to Licensee and Licensee will have an opportunity to cure within thirty (30) days, or within such time frame as is reasonable to affect a cure which cannot be completed within thirty (30) days, so long as Licensee exercises diligence in completing the cure. If Licensee cures the default during this time or commences such cure which may not be completed within sixty days, a default will no longer exist and Licensor may not exercise any remedy or terminate this Agreement.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS

8.1 Conduct of the Parties.

The parties agree to conduct themselves reasonably and in good faith in implementing the terms of this Agreement.

8.2 Survival.

The obligations of the parties under this Agreement, to the extent that they arose while the Agreement was in effect and remained unfulfilled at the time of termination, shall survive both the termination of this Agreement and/or the termination of any permit or license granted hereunder. Any such termination shall not release either party from any liabilities, claims, or obligations arising hereunder including, but not limited to, indemnities which may have accrued or are accruing prior to or at the time of termination.

8.3 **Waiver.**

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

8.4 **Entire Agreement.**

This Agreement, and the Exhibits attached hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties hereto for attachment of Licensee's Facilities to Licensor's poles. To the extent that there are any prior pole attachment agreements in effect between the Parties as of the Effective Date, any such agreements shall be deemed terminated as of the Effective Date. This Agreement may be amended only upon the written agreement of both Parties.

8.5 **Notice.**

Any notice hereunder may be given only in writing, by Certified, Registered or Return Receipt Requested United States first class mail, postage prepaid, or by a nationally recognized overnight carrier service.

If given to Licensor, addressed to: City of High Point
City Manager's Office
P.O. Box 230
High Point, NC 27261

If given to Licensee, addressed to: Michael Nebinger, OSP Engineer
Level 3 Communications, LLC
496-F Gallimore Dairy Rd
Greensboro, NC 27409

Copy to:

CT Corporation Systems, Registered Agent
150 Fayetteville St., Box 1011
Raleigh, NC 27601-2957

Any notice so given shall conclusively be deemed to have been served upon receipt.

8.6 **Compliance with Laws and Regulations.**

Each Party shall comply with all federal and state statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. In the event of a change in federal or state law that would apply to any of the provisions of this Agreement, such change shall be effective immediately.

8.7 **Applicable Law.**

This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the United States and the State of North Carolina, without regard to conflict of laws principles.

8.8 **Severability.**

Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

8.9 **Force Majeure**

Neither Licensor nor Licensee be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, work stoppages, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers.

9 **Exhibits**

This Agreement shall include all Schedules and Exhibits referenced in this Agreement and attached hereto as if the Schedules and Exhibits were part of the Agreement.

Exhibit A- Pole Attachment Application
Exhibit B- Pole Attachment Specifications

IN WITNESS WHEREOF, the parties hereto have their respective officers who are duly authorized to execute this Agreement below.

LICENSOR:

City of High Point, NC

Date: _____

By: _____

Name: _____

Title: _____

LICENSEE:

Level 3 Communications, LLC

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
APPLICATION AND PERMIT

_____, 201__

_____, North Carolina

In accordance with the terms of the Pole Attachment Agreement, dated_____, 201__, Application is hereby made for a permit to attach facilities to the poles owned and maintained by the _____, as more particularly shown on the maps, drawings and documents attached.

Description of Poles and Locations:

By: _____

Title: _____
(Licensee)

Permit granted, _____, 201__, subject to Licensee's approval of the attached changes and rearrangements at an estimated cost to Licensee of \$_____. Payable in advance.

By: _____
Title: _____
(Licensor)

The above changes, rearrangements, charges, and rental approved and advance payment therefore enclosed.

Licensee:

By: _____

Permit No.: _____

Title: _____

EXHIBIT B

POLE ATTACHMENT SPECIFICATIONS

1. Licensee shall install, maintain, transfer and remove its Attachments at its own expense. All telecommunications facilities attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the *National Electrical Safety Code* (NESC) (ANSI C2) in effect at the time of installation, except as otherwise applied by the NESC. Maintenance and operations of the attached facilities must comply with the requirements of the NESC edition in effect at the time of installation except as otherwise applied by the NESC.
2. Any unbalanced loading of Licensor's Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee shall not attach any guy wire to Licensor's anchor, anchor rod, guy wire, or guy wire attachment on the pole.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it.
5. On Poles where Licensor has secondary/neutral conductors, all Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated in advance in writing by Licensor.
6. On Poles where Licensor has secondary/neutral conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by Licensor.
7. Where permitted, each such power supply or equipment enclosure shall be considered to be one or more Attachments.
8. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper conductor where available or by installing a supplemental ground and ground rod.
9. Licensee shall not install a power supply or any other equipment enclosure on any of Licensor's Poles on which underground risers, capacitor banks, sectionalizing equipment or voltage regulators are already installed or on any Poles which are not accessible by general purpose aerial lift equipment using an all weather access road.
10. No electrical service connection to a Licensee power supply shall be made or installed by Licensee until after the local authority having jurisdiction has completed an inspection of and approved the installation of the required meter base and service equipment.
11. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
12. All of Licensee's Attachments shall comply with NESC clearance requirements and all mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee shall maintain a minimum of twelve (12) inches clearance between all of its Attachments and any attachment made by other attaching parties.
14. Licensee may not install standoff brackets, cross arms, alley arms, or cable extension arms for the support of any of its facilities without prior written approval of Licensor. In no event shall Licensee use any cross arm or alley arm brace above the arm that it supports.
15. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
16. The type and placement of any Licensee anchor installed to accommodate Licensee's guy wire shall be approved by Licensor in writing prior to installation. Any such anchor shall be placed so that Licensee's guy wire does not interfere with any guy wire of Licensor or a third party.
17. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations.
18. Prior to the installation of Attachments by Licensee to a Pole on which Licensor does not have a secondary/neutral conductor, Licensor shall have identified to Licensee the point on such Pole at which Licensor may or intends to attach a secondary/neutral conductor in the future. Licensee shall install its Attachment with the applicable clearance specified in Table 235-5 of the NESC necessary to accommodate the identified future location of such secondary/neutral conductor. To the extent that make-ready work is necessary to accommodate Licensee's attachment because of Licensor's reservation of space to add a secondary/neutral conductor, Licensor shall bear the cost of such make-ready work.

CITY OF HIGH POINT

AGENDA ITEM



Title: Cry Wolf®– False Alarm Reduction Program

From: Kenneth J. Shultz, Police Chief

Meeting Date: November 7, 2016

Public Hearing: N/A

Advertising Date /

Advertised By: N/A

Attachments: Contract

PURPOSE:

The High Point Police Department is requesting that the City contract with Cry Wolf® over the administration of our False Alarm Reduction Program.

BACKGROUND:

The Police Department has used Cry Wolf® software to aid in the administration of our False Alarm Reduction program and Police personnel oversees the program. Bill payment has been handled by the City Customer Service Department. At this time, new software updates are required for to continue to provide this service.

In order to avoid this charge and to save on expenses associated with the program to include manpower and mailing, we are requesting that Cry Wolf® be allowed to take over the entire program to include administration and collectives.

BUDGET IMPACT:

There is no expense associated with this contract. Cry Wolf® will engage in a profit splitting relationship as outlined in the contract.

RECOMMENDATION / ACTION REQUESTED:

The Police Department is requesting City Council approve this contract and authorize the appropriate city official to execute the contract with Cry Wolf®.

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this _____ day of _____, 2016, by and between the the **City of High Point, North Carolina** a municipal corporation of the State of North Carolina, 211 S. Hamilton, High Point, NC 27260 ("High Point" or "CITY") and **Public Safety Corporation, ("CONTRACTOR")**, a corporation of the State of Florida with its principal administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

WITNESSETH:

Whereas, the High Point City Council enacted ordinances related to alarm systems and false alarms titled Title 5, Chapter 1, Article D – Burglar and Robbery Alarms as of this date ("Alarm Ordinance"), as amended; and

Whereas, the goal of High Point is to encourage more responsible use of alarm systems and to reduce the number of false alarms to which public safety officers must respond by accurately tracking false alarm instances and assessing fees and penalties as required by the Alarm Ordinance; and

Whereas, in its implementation of the Alarm Ordinance, High Point is authorized to engage a third-party CONTRACTOR to assist the CITY in the enforcement of the Alarm Ordinance so that persons and organizations that use alarm systems can be held accountable for false alarms through a system of fees and penalties; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf® ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain; and

Whereas, High Point currently employs the Software internally using High Point staff to track and assess fees and penalties in accordance with the Alarm Ordinance; and

Whereas, High Point plans to amend the current Alarm Ordinance to add, among other new provisions, the tracking and billing of false alarm fees and fines, and annual alarm system registration and registration fees; and

Whereas, High Point desires to engage the CONTRACTOR to extend and expand the CONTRACTOR's current Software support services to include the full service false alarm solution ("Services") described in Attachment A; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of three (3) years following the date the CONTRACTOR begins full service tracking and billing for false alarms. This contract shall automatically renew for additional one year periods unless either High Point notifies the CONTRACTOR or the CONTRACTOR notifies High Point in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the CITY or CONTRACTOR wishes to terminate this Agreement.

2. Contract Documents and Order of Precedence.

The contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

A. **Attachment A**, describes the Scope of Services to be provided by the CONTRACTOR and the CITY's operational responsibilities, and Attachment B, Payment Terms.

B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; and (3) Attachment B.

3. Alarm Management Scope of Services.

A. The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A - Alarm Management Services**.

B. The Alarm Management Services shall assist High Point in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of High Point's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to High Point of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services**.

4. Software license.

High Point shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by High Point to access its false alarm information.

5. Duration of the Software License.

High Point shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to High Point and/or licenses the Software in accordance with the Termination provisions in this Contract. This

license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, High Point's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B**.

6. Modification of the Software.

A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and High Point 's computer systems required to import or export data in order to implement the Software.

B. High Point shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both parties, CONTRACTOR and High Point is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with North Carolina Public Records laws.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR, except as required by law.

All data received hereunder shall be made a part of High Point's permanent records and files and preserved therein for a period in accordance with the requirements of North Carolina law. High Point will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate North Carolina State or CITY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to High Point on a timely basis in a mutually acceptable, electronic file format.

8. Reproduction and Copyright.

A. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. High Point may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

B. High Point may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on High Point single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

High Point may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

10. Notices of Intellectual Property Rights.

High Point shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. Payment.

High Point shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees on behalf of the CITY.

13. Confidentiality of High Point False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of High Point. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify High Point and give High Point an opportunity to object to the disclosure.

In the event High Point objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

14. High Point Responsibilities.

A. High Point shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the Alarm Management Services within

ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and High Point at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve the following program target milestones:

- 1) Commence Services implementation activities on the Effective Date;
- 2) Begin collecting and processing alarm location information within sixty (60) days of the Effective Date; and
- 3) Begin processing false alarm activations within ninety (90) days of the Effective Date.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B. High Point shall provide the CONTRACTOR with CAD alarm incident Records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

15. High Point Alarm Administrator.

To facilitate effective communication between High Point and the CONTRACTOR, and in accordance with the Alarm Ordinance, High Point shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by High Point. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes.

A. *Mediation.* In the event of a dispute between the parties concerning any matter arising under this Contract, the parties shall proceed to good-faith mediation of the dispute. The mediation venue shall be High Point, North Carolina. The cost of mediation shall be shared equally.

17. Termination.

A. *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the CITY to

transition operation of the alarm program to CITY facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 18A.

B. *For Cause.* Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) day written cure notice to the Non-performing party.

C. *Termination Within Initial Two (2) Year Period.* If this Contract is terminated by the CITY or its implementation is terminated or postponed by the CITY during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Service fees owed the CONTRACTOR as described in Paragraph 18 – Rights upon Termination.

18. Rights upon Termination.

A. If the CONTRACTOR is entitled to terminate this Contract or the CITY chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer High Point an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to continue a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer High Point's Alarm Ordinance conditional on the payment of one-time transitional service and ongoing annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.

B. If High Point terminates this Contract or if the CONTRACTOR terminates for cause, High Point, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on High Point's behalf.

C. In the event that either party terminates this agreement, the CONTRACTOR agrees that all data collected under this agreement is part of High Point's permanent record and that all data, including historical records under the required retention time will be provided to High Point in an agreed upon data format within 30 days of the termination date.

19. Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend High Point, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of High Point or its elected and appointed

officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

B. In the event that a claim is made against the CONTRACTOR, which arises out of the negligence or willful misconduct of High Point or any of High Point's employees, High Point shall indemnify the CONTRACTOR to the extent High Point is liable and authorized to do so under the law.

C. Any party seeking indemnification shall promptly notify the other party of its discovery of any matter-giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20. Patent infringement.

The CONTRACTOR shall indemnify High Point, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against High Point to the extent that any such action is predicated on the use of CONTRACTOR's software, during the term of this Contract. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this contract

21. Limitation of Liability.

In no event shall either Party be liable to the other for consequential, special, or incidental damages arising out of or relating to performance and nonperformance. This limitation shall apply regardless of the form of action, whether in contract or in tort, including negligence or misrepresentation.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to High Point for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORS, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits.

The CONTRACTOR agrees that it shall add High Point, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

Before any work is initiated and before any invoices are paid for work performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

City of High Point
211 S. Hamilton
High Point, NC 27260
Attention: _____

a copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect and that the coverage will not be canceled or changed until thirty (30) days after written notice is given to the CITY. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. Assignment.

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. Attorney's Fees.

Should the parties or either of them employ an attorney to enforce by litigation in a court of competent jurisdiction, any of the contract provisions because of a disputed matter arising under this Contract, to assert damages for the breach of the Contract, or in order to obtain injunctive relief, then the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and any expenses expended or incurred.

25. Notices.

Wherever under this Contract one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Attention: Contract Administration

In the case of High Point:

City of High Point
211 S. Hamilton
High Point, NC 27260
Attention: _____

26. Governing Law.

The substantive laws of the State of North Carolina shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court of Guilford County, North Carolina. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

If any provision of this Contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

28. No Waiver.

The failure by any party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

29. Complete Agreement.

This Contract when signed by both parties sets forth the entire understanding of the parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

30. Independent Contractors.

In performing the work under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of High Point because of the performance of any work by or under the performance of this Contract.

31. Cooperative Purchases.

This Contract may be used by other government agencies. The CONTRACTOR has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The CITY will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

[Remainder of page intentionally left blank]

WHEREAS, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

High Point, North Carolina

By: _____

[Name and Title – please print]

Public Safety Corporation

By: _____
[Authorized Signing Officer]

[Name and Title – please print]

STATE OF _____
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2016 by _____ as the _____ of Public Safety Corporation and who is personally known to me or produced _____ as identification and who did/did not take an oath.

NOTARY SEAL:

Notary Public, State of _____

ATTACHMENT A

Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Public Safety Corporation ("PSC" or "CONTRACTOR"), and the High Point, North Carolina ("High Point" or "CITY").

CONTRACTOR Responsibilities

1. Transition to PSC computer server(s) the City's existing CryWolf® alarm program database containing historical City alarm business, alarm system location, responsible party and other alarm data developed by High Point. CONTRACTOR shall obtain this data directly from High Point and relies on the CITY for the accuracy and completeness of any such historical data;
2. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
3. Register, renew and bill the registration of alarm systems in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, electronically and / or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
4. Import daily into the CONTRACTOR's CryWolf® alarm billing system, alarm incident data (in formats prescribed by PSC) extracted by the CITY from the CITY's SunGard CAD/911 System;
5. Create and host a dedicated, secure (SSL encrypted) High Point Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the CITY to the CITY website if desired;
6. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. PSC will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the PSC Software;
7. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by PSC;
8. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. A warning notice will be sent to each alarm user on the occasion of the alarm user's first false alarm immediately preceding the first chargeable alarm incident. Warning notices may be sent by mail, email or other electronic method based on the alarm user's accepted contact method(s);

9. Provide CITY alarm users access to online information on false alarm reduction and Ordinance requirements to include an Online Alarm School if required by the Alarm Ordinance.
10. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established by PSC for the CITY;
11. Process fee / penalty payments mailed to and deposited in a nearby CITY-approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by PSC and the CITY, and apply these payments to alarm accounts;
12. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;
13. Provide and maintain computer equipment, software, mailing equipment and furniture at PSC's Program processing facilities;
14. Provide the CITY secure (SSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf® Alarm Management System and the designated Bank, and agreed on between the CITY and PSC; and,
15. Perform special collection functions as directed and authorized by the CITY such as retaining a third party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

PSC is responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment, consumable supplies and first-class postage. Only bank and credit card fees, postage and other mailing supply costs, third party collection costs (if any), e.g. collection agency fee, and citizen overpayments, if any, will be shared by the parties through payment from gross collections before revenue sharing.

High Point Responsibilities

1. Appointing a CITY Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between PSC and the CITY. The Administrator(s) is responsible for overseeing PSC's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via PSC provided online access;
2. Requesting or supporting PSC's requests of Alarm Companies, as needed, to provide alarm system information;
3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for entering any alarm related information within the CITY SunGard CAD/911 system;
4. Extracting false alarm call incident data from the SunGard CAD/911 System and transferring this data electronically to PSC (via PSC's FTP site). The data extraction format will be provided

by PSC and PSC will provide the CITY additional software for automating the daily transfer of alarm incident files to PSC;

5. Scheduling, conducting and making appeal decisions for any false alarm hearings;

6. Conducting any general public education programs on false alarms; and,

7. Transferring any and all financial information from the Program generated alarm reports to other High Point financial systems, as needed.

The CITY is responsible for all costs of carrying out the CITY's responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

[Remainder of Page Intentionally Left Blank]

ATTACHMENT B PAYMENT TERMS

1. Revenue Sharing Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, conversion, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein. The CONTRACTOR's Revenue Share is 40%.

This Revenue Share is based on the current Alarm Ordinance provisions as of June 30, 2016 and is subject to renegotiation by the CITY with the CONTRACTOR following any material new fee provisions enacted by City Council as part of a subsequent Alarm Ordinance.

The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
2. Bank fees charged by the CITY-approved lockbox bank;
3. Mailing supply costs including U.S. Post Office first class rates, paper and envelopes; and,
4. Third-party credit card processing charges, if any.

Any certified mail requirements will be billed separately on a monthly basis and is not subject to the revenue share division.

The revenue share percentage includes all annual license, maintenance and support of PSC's Software.

The revenue share percentage is based on several assumptions over which the CONTRACTOR has little or no control:

- The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
- The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually; and
- The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

1. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at a mutually agreeable Commercial Bank;

2. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the False Alarm Account;
3. At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:
 - a. With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 40% of the revenue collected during the preceding month, shall be transferred to a bank and account authorized by CONTRACTOR; and,
 - b. The remaining balance of the revenue collected during the preceding month of no less than 60%, shall be transferred to a bank and CITY account specified by the CITY .
4. At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to CITY on the same prorata basis, e.g. 40% and 60% respectively.
5. CITY is a North Carolina public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore.

Delinquent Account Terms

The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of North Carolina law be added to the delinquent amounts owed by alarm system users or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

The CITY Payment Upon Early Termination (Per Paragraph 17C)

If, within the initial two (2) years of the effective date, this Contract is terminated by the CITY for convenience under 17A, or is terminated by CONTRACTOR for cause as defined in Paragraph 17B, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed \$24,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$24,000.00 shall be amortized (reduced) on a straight-line basis (\$1,000 per month) over the initial two (2) year period.



Planning & Development Committee

Chaired by Council Member Wagner

Members: Wagner, C. Davis, J. Davis, and Golden

3rd Floor Lobby Conference Room

October 4, 2016 – 4:00 p.m.

MEETING MINUTES

Present: Committee Chair Jay Wagner

Absent: Committee Members Cynthia Davis, Jeff Golden, and Jim Davis

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Brent Cole, Assistant City Attorney; Lee Burnette, Director of Planning and Development; Heidi Galanti, Planning Administrator; Andy Piper, Senior Planner; Robert Robbins, Development Administrator; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

Kevin Donovan, Mike Peters, and Eric Stacey, Fairway Advertising
Judy Stalder, TREBIC

Note: A quorum of the Committee was not present.

Handouts: Outdoor Advertising Inventory Map
Potential Outdoor Advertising Locations
Outdoor Advertising Inventory Map

Note: These handouts will be attached as a permanent part of these proceedings.

Chairman Wagner called the meeting to order at 4:00 p.m.

Update on Billboards

Lee Burnette, Director of Planning and Development, began with a recap from their meeting back on May 3rd to reaffirm the previous Council's direction regarding advertising, billboards. He shared that this is a complex issue to regulate and mentioned some of the obstacles regarding the Federal and State regulations.

He referenced some of the highlights of the 2012 report:

- *Cap and replace concept (any new signs to be replaced with some ratio to be determined)*
- *Updated inventory*
- *High Point has been regulating signs since 1947*
- *Since 1976, only outdoor advertising signs were allowed in the HI (Heavy Industrial) District*
- *Currently there are 48 signs in jurisdictions (Fairway owns all, but 7)*
- *A number of the city policies shaped where signs were not allowed*
- *State/Federal regulations 'discussed; Federal regulations on Business-85 corridor*
- *Direction from the previous Council for staff to focus on 3 areas (Business-85; I-74; and Central Business District-these were the only areas they reached a consensus on)*
- *Explore cap/replace system to incentivize removal of older signs and new signs would replace*
- *Allow digital, electronic outdoor advertising signs to incentivize replacement of the older signs*

Mr. Burnette advised that based on the previous Council's direction, staff moved forward and investigated these areas. He shared a map of potential outdoor advertising locations, primarily focused on existing commercial and industrial. It was determined that seven additional signs could be allowed on both corridors (Business-85 and I-74).

If Council would be agreeable, then the next step would be to go ahead and explore more of the details especially in the Central Business District regarding the signage about the cap/replace. Staff met with Fairway Outdoor Advertising in June to review the information and the parameters for those three areas, as well as identified two other approaches to help incentivize removal of some of the older signs:

- 1) Existing outdoor advertising signs that are currently in the jurisdiction whether they are conforming or nonconforming to be converted to digital and do that through cap and replace approach. They identified seven existing signs.*
- 2) Identified the possibility to continue to allow outdoor advertising signs to engage in an industrial to see if there was a need or opportunity to help facilitate the removal of the older signs.*

Mr. Burnette reported that last month, Fairway presented comments to staff that basically indicated the I-74 corridor could eventually support two additional static signs (one towards north, one towards south). It was also noted that the Business-85 corridor was already over-saturated and that the Central Business District was not economically viable.

Mr. Burnette noted staff did identify one location on S. Main Street where digital conversion might be economically viable. Additionally, they proposed five new areas:

- 1) North Main Street to Westchester Drive to Bell Avenue*
- 2) Westchester to Eastchester Drive over to Ambassador*
- 3) Eastchester Drive from Meadowlark Road to Meeting Way*

- 4) Wendover to Eastchester Drive to Premier
- 5) West Wendover to intersection of Piedmont Parkway

He reported that Fairway noted there would be substantial upfront costs for removal of the old signs as well as erection of the new signs.

At this point, staff is seeking this Council's direction on this matter.

Chairman Wagner reiterated the areas are: Interstate 74 and Business 85. Mr. Burnette confirmed they are near the split at Market Center, College and Main. Chairman Wagner inquired on the blue sections, and Mr. Burnette replied that those were not part of Council's directive and there was no consensus by Council to look at those areas.

Eric Stacey, Real Estate Manager, Fairway, proposed taking down 18 locations with the total of 32 faces in exchange for four new locations. Chairman Wagner pointed out that Fairway would basically like to know if they are in favor of the new ones at Interstate 74 and whether they are willing to look at Main, Eastchester and Wendover.

Mr. Burnette agreed at this time it does not make a lot of sense to put something in place if it would not achieve the Council's objective for removal of the signs. He suggested that if Council would like to look at the other areas, staff could do that as well.

Chairman Wagner acknowledged with no quorum present, there would be no direction to staff by the Committee. Randy McCaslin, Deputy City Manager, suggested taking this matter to the next Manager's Briefing meeting which would be on December 5th and Chairman Wagner agreed.

Mike Peters, General Manager, Fairway, pointed out they are obviously looking for commercial and high traffic areas and suggested to have two sites for digital and felt one site for a static sign would suffice if they could get permission to do that. He advised they have had some sincere interest from commercial property owners already and if they receive direction from Council, they could start the process quickly.

Chairman Wagner asked if there were any jurisdictions that deal with billboards, not through an established zoning district but through special use permits. Mr. Burnette replied not that he was aware of. He explained they are typically allowed in zoning districts. Chairman Wagner suggested based on the map all the signs would not be in the same zone. Mr. Burnette advised not to worry about the zoning differences, but suggested looking at the location and objectives to see what the best zoning approach would be to handle it.

There being no further business, the meeting adjourned at 4:16 p.m.

Respectfully submitted,

Maria A. Smith
Deputy City Clerk

Jay Wagner, Chairman

DRAFT

**BEFORE THE
HIGH POINT CITY COUNCIL**

APPLICATION FOR REZONING

**PROPERTY LOCATED AT
720-730 GALLIMORE DAIRY ROAD
GUILFORD COUNTY, NORTH CAROLINA**

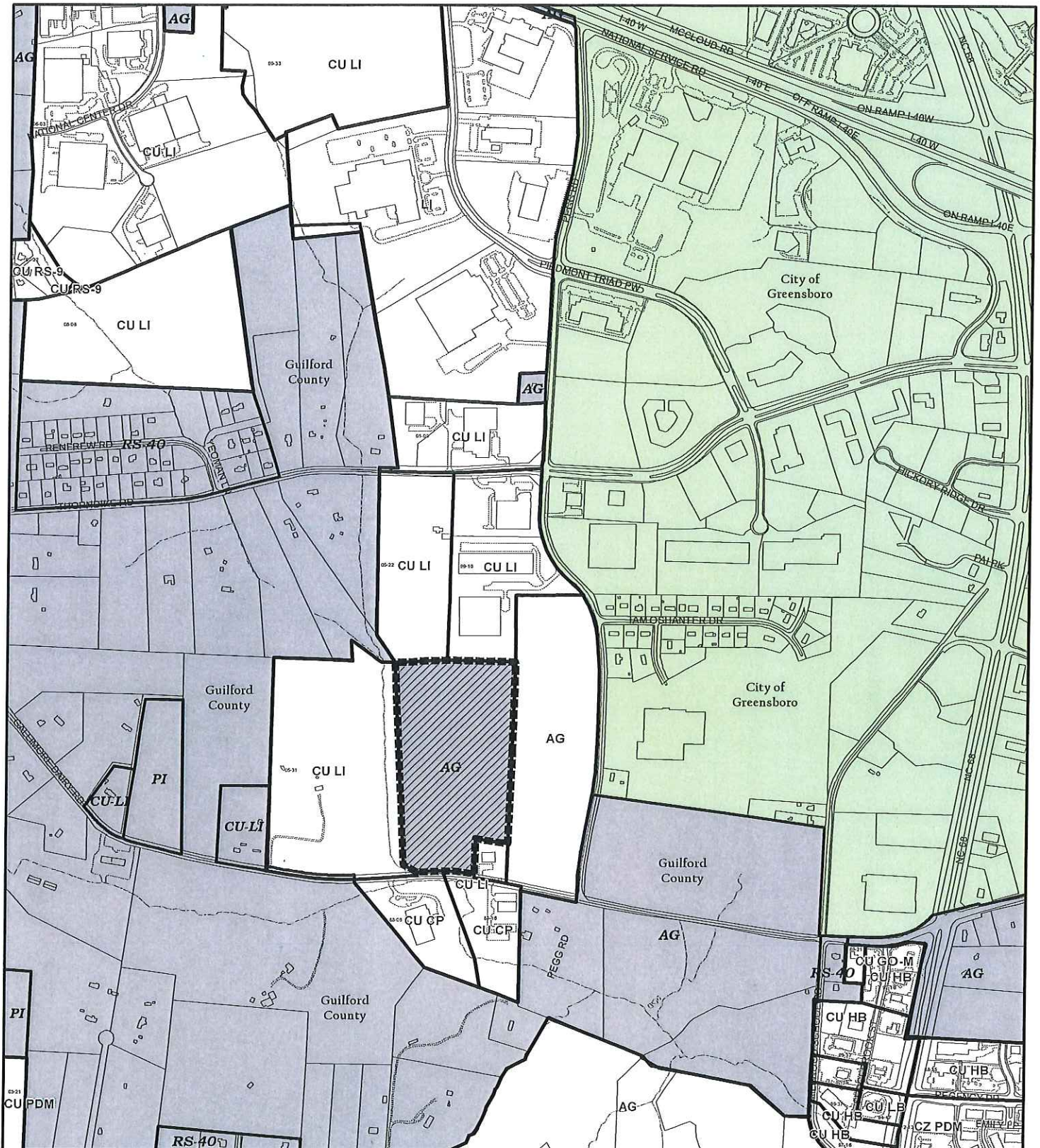
NOVEMBER 7, 2016

**Isaacson Isaacson
Sheridan Fountain
& Leftwich, LLP**
ATTORNEYS AT LAW

**804 Green Valley Road, Suite 200
Greensboro, NC 27408**

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ZONING MAP AMENDMENT ZA-16-18

From: Agricultural (Guilford County)
To: Conditional Zoning Light Industrial

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: September 27, 2016



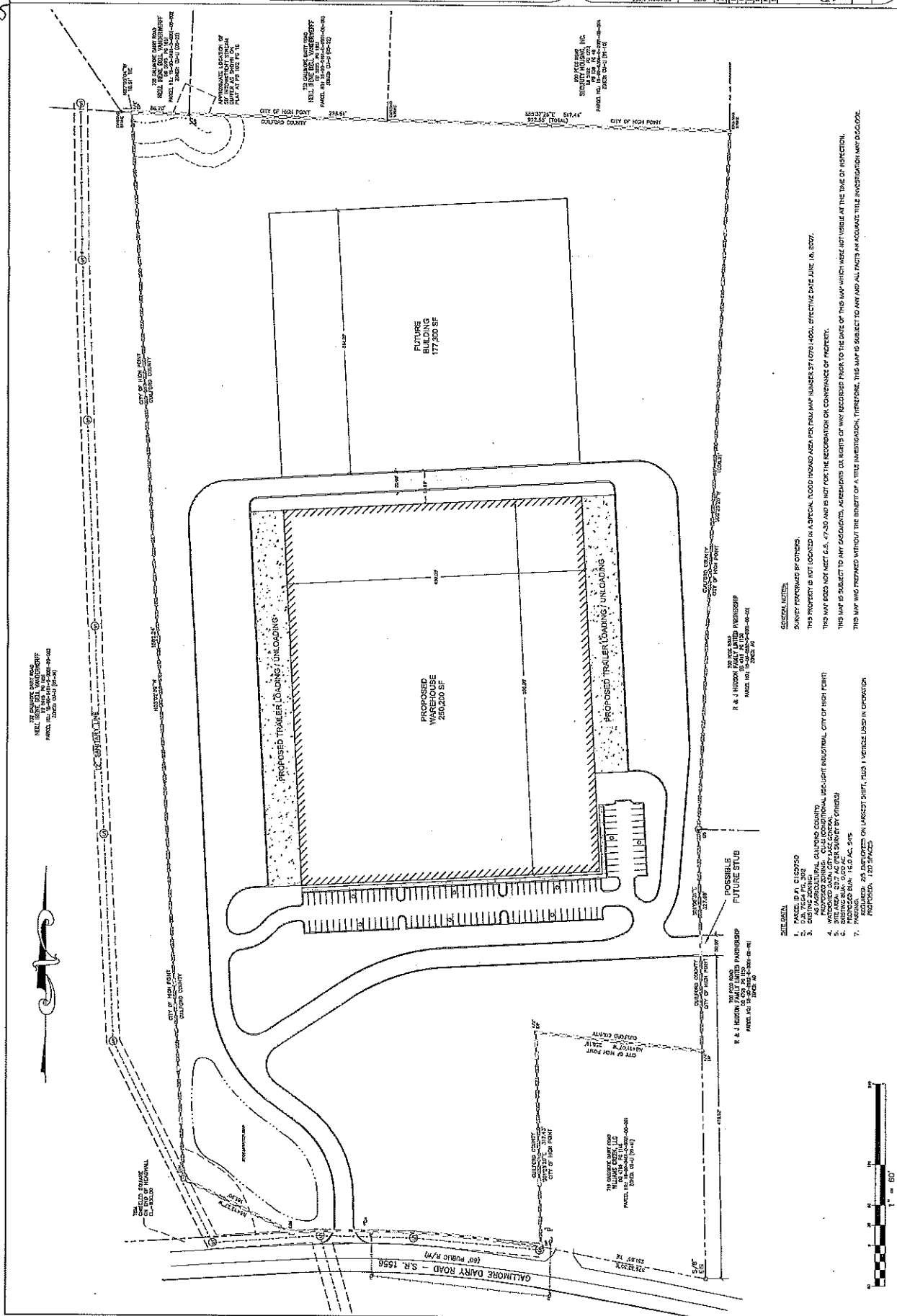
Scale: 1"=1,000'

G:/Planning/Secure/ba-pz/
2016/pz/za-16-18.mxd

PROPOSED ZONING CONDITIONS

A. Transportation Conditions.

1. Right-of-Way Dedication: The property owner shall dedicate a minimum of sixty (60) feet of right-of-way as measured from the existing centerline of Gallimore Dairy Road.
2. Access: The zoning site shall have one point of access to Gallimore Dairy Road. An internal access stub shall be provided to the eastern property boundary.
3. Improvements: The property owner shall construct right and left turn lanes, with appropriate storage and tapers, at the Gallimore Dairy Road access point into the rezoning site.
4. Other Transportation Conditions: The City High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.





LOT 2 SHELL BUILDING

McConnell Center



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ZONING MAP AMENDMENT ZA-16-18













Isaacson Isaacson
Sheridan Fountain
& Leftwich, LLP
ATTORNEYS AT LAW

Henry H. Isaacson
Partner

Direct: 336-609-5133
Email: hisaacson@iislaw.com

September 1, 2016

Dear Neighbor:

Our client, Crown Mark, Inc., is under contract to purchase the property located at 720-730 Gallimore Dairy Road. Crown Mark is a long standing furniture design and manufacturing company. They have had a showroom in downtown High Point for many years and are excited to base a distribution facility here as well.

Crown Mark plans to build its east coast distribution facility on this property. We have applied to the City of High Point to rezone this property to allow for a distribution and warehouse facility.

The granting of our request will enable us to proceed with plans for an attractive and functional use of this property. We have worked closely with High Point planning staff to ensure our request and eventual development is in keeping with City's vision for this part of town and we believe our request is in harmony with the surrounding community.

Please feel free to contact our office with any questions you have about this request. The High Point Planning and Zoning Commission will meet to consider our request on Tuesday, September 27th at 6:00 pm. The meeting is held in the Council Chambers located on the third floor of the Municipal Building at 211 S. Hamilton Street.

Sincerely,



Henry H. Isaacson

CITY OF HIGH POINT

AGENDA ITEM



Title: Comprehensive Fee Schedule

From: Eric Olmedo, Budget Director

Public Hearing: N/A

Attachments: New Fee Summary
Comprehensive Fee Schedule

Meeting Date: November 7, 2016

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

A comprehensive fee schedule has been developed to have all fees and charges administered by the City of High Point in one document. The majority of the fees have been approved by the City Council in previous actions. There are a few adjustments to existing fees and new fees that have been included on a separate attachment for City Council to consider.

BACKGROUND:

Historically, fee schedules have been maintained by the departments that are responsible for administering each fee. Having the fees in a comprehensive document maintained and updated by the Budget Department will allow for consistency and the ability to review and make adjustments to the fees in one Council action.

BUDGET IMPACT:

The majority of the fees are currently being charged. There will be minimal revenue increases related to the new proposed fees. The newly proposed fees and changes to existing fees will be effective January 1, 2017.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the Comprehensive Fee Schedule.

Comprehensive Fee Change/Addition Request

(Effective January 1, 2017)

Planning & Development

Module 2

Item	Applications Sub-Item/ Description	Old Fee	Fee
	Historic Preservation Community Review (non-hearing item)	\$	40.00

Module 3

Item	Plan Reviews Sub-Item/ Description	Old Fee	Fee
Subdivision (Includes watershed & landscape component plan reviews)	Preliminary Plan (Without infrastructure)	\$	100.00

Module 4

Item	Residential Construction Permit Sub-Item/ Description	Old Fee	Fee
Construction	Swimming Pool (Includes inspections for permitted trades)		\$15 + \$50 per Electrical, Plumbing & Mechanical Trade

Trade	Residential Over-The-Counter Permit Sub-Item/ Description	Old Fee	Fee
Miscellaneous	Generator	\$	70.00

Item	Commercial Construction Permit Sub-Item/ Description	Old Fee	Fee
Commercial Construction Permit Application	Application	\$ 100.00	\$ 75.00
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	Alteration - Area Based (Used where a square foot floor area cannot be determined; includes all associated electrical, mechanical, plumbing & zoning inspections)		\$75 per trade (Trades = B, E, P, M)
	Alteration - Roof Replacement (Includes all associated electrical, mechanical, plumbing & zoning inspections)		\$30 per 5,000 sq. ft. + \$75 per Electrical, Plumbing & Mechanical Trade
	Modular (Includes all associated electrical, mechanical, plumbing & zoning inspections)		\$500 per unit \$30 + \$75 per
	Swimming Pool (Includes inspections for permitted trades)		Electrical, Plumbing & Mechanical Trade
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)		\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
Fire Protection	Access Control - Fire	\$	50.00
	Access Control - Electrical	\$	50.00
	Underground Flush	\$	50.00

Comprehensive Fee Change/Addition Request

(Effective January 1, 2017)

Public Services

Tap/Meter Fee Structure - Residential

Water Service and Meter	Price	
3/4" x 5/8" Water Meter Connected to Yoke	\$ 130.00	\$ 205.00
3/4" Water Tap (service line, meter setter and box)	\$ 980.00	\$ 1,610.00
3/4" x 5/8" Meter Set in Parallel with an Existing I	\$ 350.00	\$ 565.00
1" Meter Connected to Yoke	\$ 170.00	\$ 260.00
1" Water Tap (service line, meter setter, and box)	\$ 1,040.00	\$ 1,610.00
1 1/2" Meter and Box	\$ 500.00	\$ 455.00
2" Meter and Box	\$ 1,055.00	\$ 590.00
3" Meter with By-Pass	\$ 2,450.00	\$ 3,100.00
4" Meter with By-Pass	\$ 2,930.00	\$ 3,900.00

Hydrant Meter

3" Hydrant Meter Deposit - Refundable	\$ 800.00	\$ 1,220.00
5/8" Hydrant Meter Deposit - Refundable		\$ 500.00

Sewer service line with clean-out

4" Sewer Tap	\$ 1,010.00	\$ 2,080.00
--------------	-------------	-------------

Sewer clean-out/preparation (locating and excavation must be paid by plumber)

4" Sewer Clean-Out	Actual Cost	Actual Cost
6" Sewer Clean-Out	Actual Cost	Actual Cost

Charges will be based on actual costs and billed accordingly

Installation takes 3 to 4 weeks. To accelerate the process, the service will be outsourced and the customer pays the cost to the vendor.

Frontage/Acreage Fee

Frontage Fee

Water Per Linear Feet	\$ 15.00
Sewer Per Linear Feet	\$ 20.00

Acreage Fee

Water Per Acre	\$ 350.00
Sewer Per Acre	\$ 350.00

Cemeteries

Excavation and Closing of Adult Grave	\$ 500.00	\$ 600.00
Excavation and Closing of Infant Grave		\$ 300.00
Cremation		\$ 200.00
Exhuming		Double Opening Fee



Comprehensive Fee Schedule

November 2016



Comprehensive Fee Schedule

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NORTH CAROLINA'S INTERNATIONAL CITY™

Comprehensive Fee Schedule

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Comprehensive Fee Schedule

City Clerk's Office

Copies, CD's & DVD's

The City cannot charge a fee for a copy of a public record that exceeds the actual cost to the public agency of making the copy.

Actual Cost:

- Direct, chargeable costs related to the reproduction of a public record as determined by generally accepted accounting principles
- Does *not* include costs that would have been incurred by the public agency if a request to reproduce a public record had not been made.

Special Service Charge:

(This is a charge that can be in addition to the Actual Cost. Must be reasonable and fair.)

- Request requires extensive use of information technology resources, OR
- Extensive clerical or supervisory assistance by City personnel, OR
- If the medium requested results in a greater use of information technology resources than that established by the City for reproduction of the volume of information requested.

Appeals/Complaints:

- Allegations of unfair/unreasonable
- Request to for Mediation by the State Chief of Information Officer or his designee

Records That Do Not Exist:

- City is not required to respond to a request for a copy of a public record by creating or compiling a record that *does not exist*. If the City, voluntarily elects to create or compile a record, it may negotiate a reasonable charge for the service with the requester. The City is not required to put into electronic medium a record that is not kept in electronic medium.

Copies	Per Copy
Black/White	\$ 0.07
Color	\$ 0.10
CD's	
Each CD	\$ 5.00
DVD's	
Each DVD	\$ 5.00

Miscellaneous Fees

Municipal Vehicle Tax	20
Business Registration Fee	25



Comprehensive Fee Schedule

Electric

ELECTRIC RATE SCHEDULE RATE Z-STREET LIGHTING SERVICE

Availability

Available to Municipal, County, State, or Federal Government, on the City's distribution system. This schedule is not available for service to non-governmental entities.

Monthly Rate

(A) BRACKET MOUNTED LUMINAIRES

All-night outdoor lighting service using City standard equipment mounted on standard poles (thirty- five (35) class 6 wood poles):

Lumens	Wattage	kWh Per Month	Type of Fixture	Monthly Charge
High Pressure Sodium Vapor				
9,500	100	47	Urban (Cobra Head	\$ 13.60
9,500	100	47	Pedestrian light	\$ 47.06
27,500	250	104	Urban (Cobra Head)	\$ 16.85
27,500	250	104	Vector	\$ 46.28
50,000	400	156	Urban (Cobra Head)	\$ 20.20
50,000	400	156	Vector	\$ 50.32
124,000	1000	391	Urban (Cobra Head)	\$ 39.81
Mercury Vapor (closed to new installations)				
7,500	175	75	Urban (Cobra Head)	\$ 11.43
10,000	250	104	Urban (Cobra Head)	\$ 11.20
20,000	400	152	Urban or Suburban	\$ 15.17

(B) OTHER LUMINAIRES

Decorative and non-standard luminaires can be installed on request, at the City's option, at the rate in (A) above plus an extra monthly charge equal to 1.7% of the estimated difference in cost installed between the luminaire and structure requested and the equivalent luminaire and wood pole in (A) above.

(C) UNDERGROUND CHARGES

Additional monthly charge for the underground conductor system:

Feet Per Pole	From Overhead System	From Underground System
0-100 Feet	\$0.69	\$0.49
100-200 Feet	\$1.24	\$1.05
200-300 Feet	\$2.22	\$2.02
300-400 Feet	\$3.19	\$2.99
400-500 Feet	\$4.15	\$3.94

(D) OTHER CHARGES

Additional monthly charge for the following items:

Item	Charge Per Month	Item	Charge Per Month
Extra Pole (35' Wood)	\$2.71	Down Guy	\$0.92
Extra Pole Height (40' Wood)	\$2.96	Fiberglass Pole (30/35')	\$5.17
Extra Pole Height (45' Wood)	\$4.45	Fiberglass Pole (40')	\$6.88
Extra Pole Height (50' Wood)	\$10.06	Long Bracket	\$1.10
Extra Pole Height (55' Wood)	\$10.97	Aluminum Pole (50')	\$20.00
Lighting Control Center	\$66.70	Decorative Base	\$4.26



Comprehensive Fee Schedule

Electric

ELECTRIC RATE SCHEDULE RATE Z-STREET LIGHTING SERVICE (Cont'd)

Monthly Rate (Cont'd)

- (E) Service using overhead conductors is not available in any area designated by the City as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (F) When the installation requires the cutting and replacing of pavement of more than one drive or one walkway per luminaire, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the charges above.
- (G) When an installation is in an area served by a concrete-encased duct system, additional charges stated above, will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.

Explanatory Notes

- A. Lamps will burn from approximately one half-hour after sunset until approximately one half-hour before sunrise. The City will readily replace burned-out lamps and otherwise maintain the luminaires during regular day-time working hours following notification by the Customer.
- B. Luminaires will be installed only on City-owned poles, and all facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the City.
- C. Equipment (such as disconnecting switches) not supplied by the City as standard is not available under this Schedule, and shall not be installed by the Customer.
- D. This Schedule is not available for seasonal or other part-time operation of outdoor luminaires.
- E. All facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, or other structures, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the City. Variance from this ownership clause must be approved by the Director of Electric Utilities.

SALES TAX

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

Outdoor Lights - Lighting Contracts

All wood pole mounted lighting includes one pole and aerial wiring. Extra charges will apply for underground wiring installations.

Traditional Area Open Lighting installed with **aerial wiring** requires a **ONE YEAR** contract.

All lighting installed with **underground wiring** requires a **FIVE YEAR** contract.

Town & Country Decorative, Flood lighting, and Architectural fixtures require a **FIVE YEAR** contract.

Once you sign your contract, please allow the City of High Point 30 to 60 days to complete the services. Your account will only be charged once the light is installed and working.

NOTE: PRICES ARE SUBJECT TO CHANGE.

Some additional charges will apply to services that include decorative/fiberglass poles, aluminum poles, brackets, and additional poles/wiring. Speak with your engineering representative for more details.

LED lighting will be available in the future. Prices and styles are unavailable at this time.

Outdoor Lights - Guidelines for Rental and Leased Properties

Tenants or Occupants of rental or leased properties cannot sign for outdoor lighting. The owner of the rented or leased property is the only person permitted to sign the one or five year contract, allow access for construction of the light, hardware and wiring, and setup the billing account for the particular property. The billing for the light will be sent to the owner throughout the duration of your chosen contract, not the tenant or occupant.

Outdoor Lights - Bulb Types

The city no longer uses Mercury Vapor bulbs, therefore all new lighting installations include High Pressure Sodium bulbs. Metal Halide bulbs are also available for Flood and Shoebox lighting and can be ordered in fixtures requiring 1000 watts. Restrictions for 1000 watts may apply for particular city areas due to lighting ordinances. High Pressure Sodium gives the yellowish amber color and the Metal Halide provides a white lumen appearance.

Outdoor Lights - Light Repair

Rented lights will be repaired within two working days after customers notify the department of problems. Street lights will be repaired within five working days.

Outdoor Lights - Traditional Open Area Light

Available Wattage	Rate	
100 W	\$	10.44 per month
200 W	\$	15.83 per month
Mounted on a 35 ft. wooden pole		
We have a bronze pole for a decorative look at an additional charge		



Comprehensive Fee Schedule

Electric

Outdoor Lights - Cobra Style Light

Available Wattage	Rate	
100 W	\$	14.31 per month
250 W	\$	17.53 per month

Mounted on a 35 ft. pole

Outdoor Lights - Flood Light (High Pressure Sodium and Metal Halide Bulbs)+B64

Commercial - Nonresidential

Available Wattage	Rate	
250 W (HPS or MH)	\$	20.60 per month
400 W (MH)	\$	22.48 per month
1000 W (MH only)	\$	30.40 per month

Mounted on a 40 ft. wooden pole

We have a black pole for a decorative look at an additional charge. 400W & 1000W ONLY available with Metal Halide bulbs, 250W has High Pressure Sodium and Metal Halide

Outdoor Lights - Architectural/Parking Lot

Commercial - Decorative

Available Wattage	Rate	
250 W (HPS)	\$	35.73 per month
250 W (MH)	\$	39.67 per month
400 W (HPS)	\$	37.58 per month
400 W (MH)	\$	41.50 per month

Mounted on a 35 ft. or 40 ft. black fiberglass pole. You are able to add multiple fixtures per pole to fit your lighting needs available with High Pressure Sodium or Metal Halide bulbs

Outdoor Lights - Town and Country

Available Wattage	Rate	
100 W	\$	17.53 per month
250 W (Subdivisions only)	\$	28.10 per month
A decorative base is available for an extra*	\$	4.26 per month

The 100W bulb is mounted on a 16 ft. black aluminum pole

The 250W bulb is mounted on a 20 ft. pole

*This light can **only** be service by underground wire

Outdoor Lights - High Mast, Concrete Base

Commercial - Nonresidential

Available Wattage	Rate	
1000 W (Single fixture)	\$	101.73 per month
1000 W (add for Multiple fixtures)	\$	32.79 per month

Metal Halide Bulb Only; Requires Concrete Base



Comprehensive Fee Schedule

Electric

Outdoor Lights - Black Fiberglass/Aluminum Poles

Adds a decorative touch

	Rate	
30/35' pole	\$ 5.17	per month
40' pole	\$ 6.88	per month
50 ft. Aluminum pole also available (required for 1000W floods)	\$ 20.00	per month

* All of the above requires a 5 year contract

Outdoor Lights - Fluted Pole with Clam Shell Base

Available only for Town and Country lights

	Rate	
Clam Shell	\$ 4.26	per month



Comprehensive Fee Schedule

Electric

RATE 1-RESIDENTIAL SERVICE, ALL ELECTRIC, ENERGY CONSERVATION

(Formerly Rate Schedule RCSC)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

To qualify for service under this schedule, the residence needs to be a new structure, built to current state building code requirements and all air conditioning/heat pumps need to have a Seasonal Energy Efficiency Ratio (SEER) rating of at least 13. Any existing residence that can be modified to meet these requirements will qualify.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single - phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

		Base Rate
Basic Facilities Charge per month:		\$ 13.15
Energy Charge:		
	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309/ kWh	
For all over 350 kWh	\$0.116055/ kWh	
For the first 350 kWh		\$0.110309/ kWh
For all over 950 kWh		\$0.098083/ kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 3-RESIDENTIAL SERVICE, ENERGY CONSERVATION WITH WATER HEATING

(Formerly Rate Schedule RCEC)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation.

Heaters having only a lower element may have wattages up to but not exceeding the specific wattages as shown below for various tank capacities:

Tank Capacity in Gallons	Maximum Single Element Wattage
30 - 39	3500
40 - 49	4500
50 - and Larger	5500

To qualify for service under this schedule, the residence needs to be a new structure, built to current state building code requirements and all air conditioning/heat pumps need to have a Seasonal Energy Efficiency Ratio (SEER) rating of at least 13. Any existing residence that can be modified to meet these requirements will qualify.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single- phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

	Base Rate	
Basic Facilities Charge per month:	\$	13.15
Energy Charge:	Billing Months July-October	Billing Months November-June
For the first 350 kWh	\$0.110309 / kWh	
For all over 950 kWh	\$0.116055 / kWh	
For the first 350 kWh		\$0.110309 / kWh
For the next 950 kWh		\$0.107930 / kWh
For all over 1,300 kWh		\$0.103085 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.

Electric

RATE 12-RESIDENTIAL SERVICE, ALL ELECTRIC (Formerly Rate Schedule RAE)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

		Base Rate
Basic Facilities Charge per month:		\$ 13.15
Energy Charge:		
	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.111033 / kWh	
For all over 350 kWh	\$0.123748 / kWh	
For the first 350 kWh		\$0.111033 / kWh
For the next 950 kWh		\$0.112374 / kWh
For all over 1,300 kWh		\$0.105209 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.

Electric

RATE 15-RESIDENTIAL SERVICE, ENERGY CONSERVATION (Formerly Rate Schedule REC)

Availability

This schedule is closed and not available to locations where the customer was not served by the City prior to August 18, 1994.

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation.

To qualify for service under this schedule, the residence needs to be a new structure, built to current state building code requirements and all air conditioning/heat pumps need to have a Seasonal Energy Efficiency Ratio (SEER) rating of at least 13. Any existing residence that can be modified to meet these requirements will qualify.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

	Base Rate	
Basic Facilities Charge per month:	\$	13.15
Energy Charge:	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309 / kWh	
For all over 350 kWh	\$0.121119 / kWh	
For the first 350 kWh		\$0.110309 / kWh
For the next 950 kWh		\$0.110131 / kWh
For all over 1,300 kWh		\$0.105187 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.

Electric

RATE 16-RESIDENTIAL SERVICE, ELECTRIC WATER HEATER (Formerly Rate Schedule RC)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

	Base Rate	
Basic Facilities Charge per month:	\$	13.15
Energy Charge:	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309 / kWh	
For the next 950 kWh	\$0.122043 / kWh	
For all over 1300 kWh	\$0.121921 / kWh	
For the first 350 kWh		0.110309 / kWh
For the next 950 kWh		0.122043 / kWh
For all over 1,300 kWh		0.113420 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.

Electric

RATE 18-RESIDENTIAL SERVICE, NON-ELECTRIC WATER HEATER

(Formerly Rate Schedule R)

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments, which provide independent and permanent facilities, complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating is not supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Type of Service

The City will furnish 60 Hertz service through one meter, at one delivery point, where available, single-phase, 120/240 volts; or 3-phase, 208Y/120 volts; or other available voltages at the City's option.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

Monthly Rate

		Base Rate
Basic Facilities Charge per month:		\$ 13.15
Energy Charge:	Billing Months	Billing Months
	July-October	November-June
For the first 350 kWh	\$0.110309 / kWh	
For the next 950 kWh	\$0.124519 / kWh	
For all over 1300 kWh	\$0.121919 / kWh	
For the first 350 kWh		0.110309 / kWh
For the next 950 kWh		0.124519 / kWh
For all over 1,300 kWh		0.112082 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

Rate 10-General Service; Commercial/Industrial (Formerly Schedule C)

Availability

- (a) Available to the individual customer.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential or Industrial Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge per month:	\$ 17.42

Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$ 5.75 / kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.155648 / kWh
For the next 87,000 kWh	\$0.078115 / kWh
For all over 90,000 kWh	\$0.061944 / kWh
For the Next 275 kWh Billing Demand Per Month:	
For the first 6,000 kWh	\$0.107497 / kWh
For the next 95,000 kWh	\$0.079609 / kWh
For all over 101,000 kWh	\$0.077005 / kWh
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.071242 / kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.



Comprehensive Fee Schedule

Electric

RATE 10-GENERAL SERVICE; Commercial/Industrial (Cont'd)

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum-recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt- hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 11-GENERAL SERVICE, COMMERCIAL, WATER HEATER (Formerly Schedule W)

Availability

This rate is available only to customers receiving service at 575 volts or less on Rate 10 or Rate 21, provided that water heaters are of the insulated storage type, and that energy used is limited to the heating of water for purposes other than space heating.

Type of Service

The City will furnish 60 Hertz service, single or three (3) phase, sub-metered at the same point of delivery and at the same voltage as the energy which is delivered to the customer on Rate 10 or Rate 21.

Monthly Rate

Base Rate

For the first 100 kWh	\$0.132387 / kWh
For all over 100 kWh	\$0.091425 / kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE SCHEDULE 21-INDUSTRIAL SERVICE (Formerly Schedule P)

Availability

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual, 1957 or later revision published by the Bureau of the Budget, United States Government.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for auxiliary or breakdown service, and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary right-of-way, rights, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event that it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, satisfactory point of delivery and permits. (a) Available to the individual customer.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

Base Rate

Basic Facilities Charge per month:	\$ 27.11
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Demand Charge:

For the first 30 kW of Billing Demand per month	No Charge
For all over 30 kW of Billing Demand per month	\$5.69/kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.154665 /kWh
For the next 87,000 kWh	\$0.083727 /kWh
For all over 90,000 kWh	\$0.066313 /kWh
For the Next 275 kWh Billing Demand Per Month:	
For the first 140,000 kWh	\$0.077129 /kWh
For all over 140,000 kWh	\$0.069417 /kWh
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.065921 /kWh



Comprehensive Fee Schedule

Electric

RATE SCHEDULE 21-INDUSTRIAL SERVICE (Cont'd)

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum-recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 24- BUILDING CONSTRUCTION SERVICE (Formerly Schedule GP)

Availability

- (a) Available only as temporary service to builders for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the City's lines.
- (b) This Schedule is not available for permanent service to any building or other establishment, or for service to construction projects of types other than the foregoing, to rock crushers, asphalt plants, carnivals, fairs, or other non-permanent connections. Such service will be provided on the City's General Service Schedule.
- (c) This Schedule is not available for auxiliary or breakdown service, and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other Schedule of the City.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge per month:	\$ 16.24

Energy Charge:

For the first 50 kWh	\$0.000000 / kWh
For all over 50 kWh	\$0.086567 / kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 25-GENERAL SERVICE, ALL ELECTRIC (Formally Schedule CAE)

Availability

- (a) Available to the individual customer, with a 12-month average load factor over 80 percent.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premise.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential or Industrial Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits.
- (e) Available only to establishments in which environmental space conditioning is required and all energy for all such conditioning is supplied electrically through the same meter as all other electric energy used in the establishment.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

Basic Facilities Charge per month:	Base Rate \$ 27.04
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Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$5.74 / kW

Energy Charge:

	Billing Months April-November	Billing Months December-March
For the First 125 kWh per KW Billing Demand Per Month:		
For the first 3,000 kWh	\$0.150113 / kWh	\$0.142689 / kWh
For the next 87,000 kWh	\$0.084110 / kWh	\$0.084113 / kWh
For all over 90,000 kWh	\$0.056723 / kWh	\$0.056723 / kWh

For the Next 275 kWh Billing Demand Per Month:

For the first 140,000 kWh	\$0.080212 / kWh	\$0.076247 / kWh
For all over 140,000 kWh	\$0.072232 / kWh	\$0.068659 / kWh

For all Over 400 kWh per kW Billing Demand Per Month:

For all kWh per month	\$0.069232 / kWh	0.065809 / kWh
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Comprehensive Fee Schedule

Electric

RATE 25-GENERAL SERVICE, ALL ELECTRIC (Cont'd)

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) Fifty percent (50%) of the customer's maximum-recorded demand.
- (2) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 33-GENERAL SERVICE & INDUSTRIAL TIME OF DAY (Formerly Schedule 0)

Availability

- (a) Available on a voluntary and limited basis to individual establishments.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premise.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge	\$ 79.75
Demand Charge	
On-Peak	\$17.14 per kW
Energy Charges	\$0.048650 per kWh

Determination of On-Peak Hours:

SEASON	CALENDAR MONTHS	ON-PEAK HOURS
Winter	December-February	07:00-10:00
Spring	March-May	07:00-09:00
Summer	June-September	07:00-08:00
Fall	October-November	07:00-09:00

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.



Comprehensive Fee Schedule

Electric

RATE 33-GENERAL SERVICE & INDUSTRIAL TIME OF DAY (Cont'd)

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured during the on peak period hours.
- (2) Fifty percent (50%) of the customer's maximum-recorded demand.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 34- COMMERCIAL & INDUSTRIAL COINCIDENT PEAK (Formally Schedule CPC)

Availability

- (a) Available on an experimental case basis for Industrial and Commercial customers whose anticipated total electrical demand exceeds 300 kilowatts and 60% load factor. Until otherwise evaluated and accepted by City Council this rate shall be limited to fifty accounts.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential or Industrial Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. This Schedule is available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge	\$ 81.05
Demand Charge	
Summer Demand Charge (June - September)	\$22.25 per kW
Winter Demand Charge (October - May)	\$7.41 per kW
Energy Charges	\$ 0.061944 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 34- COMMERCIAL & INDUSTRIAL COINCIDENT PEAK (Cont'd)

Determination of Billing Demand

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am-9am and 2pm-6pm

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 35-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS 100kW-500kW (Formerly Schedule CP-100)

Availability

- (a) Available only to new commercial or industrial loads which begin receiving service after July 1, 1998. The demand of the new load must equal or exceed 100 KW, but be less than 500 KW during at least three months of a twelve-month period.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. Available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

		Base Rate
Basic Facilities Charge		\$ 142.68
Demand Charge		
Summer Demand Charge	(June - September)	\$ 25.68 per kW
Winter Demand Charge	(October - May)	\$ 7.14 per kW
Energy Charges		\$ 0.049934 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 35-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS 100kW-500kW (Cont'd)

Determination of Billing Demand (Cont'd)

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am-9am and 2pm-6pm

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 36-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK,NEW LOADS 500kW-3000kW (Formerly Schedule CP-100)

Availability

- (a) Available only to new commercial or industrial loads which begin receiving service after July 1, 1998. The demand of the new load must equal or exceed 500 KW but be less than 3,000 KW during at least three months of a twelve-month period.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premises.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. Available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

		Base Rate
Basic Facilities Charge		\$ 356.68
Demand Charge		
Summer Demand Charge	(June - September)	\$ 24.96 per kW
Winter Demand Charge	(October - May)	\$ 4.27 per kW
Energy Charges		\$ 0.048508 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 36-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS 500kW-3000kW (Cont'd)

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am - 9am and 2pm - 6pm

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 37-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS EXCEEDING 3000kW (Formerly Schedule CP-3000)

Availability

- (a) Available only to new industrial loads, which begin receiving service after July 1, 1998. The demand of the new load must equal or exceed 3000 fON during at least three months of a twelve-month period.
- (b) Service under this Schedule shall be used only by the contracting customer in a single enterprise, located entirely on a single, contiguous premise.
- (c) This Schedule is not available to the individual customer who qualifies for a Residential Schedule nor for auxiliary or breakdown service and power hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the customer.
- (d) The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, satisfactory point of delivery and permits, for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights, privileges, satisfactory point of delivery and permits. This Schedule is available only on a limited basis only after application and approval by the City and further dependent on the City obtaining the necessary equipment for metering.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge	\$ 356.68
Demand Charge	
Summer Demand Charge (June - September)	\$ 22.77 per kW
Winter Demand Charge (October - May)	\$ 3.56 per kW
Energy Charges	
First 438 kWh per On Peak Demand	\$ 0.043071 per kWh
All remaining kWh	\$ 0.041716 per kWh

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.



Comprehensive Fee Schedule

Electric

RATE 37-COMMERCIAL & INDUSTRIAL COINCIDENT PEAK, NEW LOADS EXCEEDING 3,000kW (Cont'd)

Determination of Billing Demand

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm - 6pm
December-February	7am - 9am
All other months	7am - 9am and 2pm - 6pm

Notification by City

The City will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the City does not guarantee an accurate prediction, nor does the City guarantee that advance notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its notification.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 41 - GENERAL SERVICE, NEW CONSTRUCTION

Availability

This schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on single, contiguous premises. This schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in a contract with the Customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits, for the delivery of such power. The City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge per month	\$ 24.71

Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$3.94 per kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.119450 per kWh
For the next 87,000 kWh	\$0.073551 per kWh
For all over 90,000 kWh	\$0.072936 per kWh

For the Next 275 kWh Billing Demand Per Month:

For the first 6,000 kWh	\$0.069058 per kWh
For the next 134,000 kWh	\$0.060959 per kWh
For all over 140,000 kWh	\$0.059964 per kWh

For all Over 400 kWh per kW Billing Demand Per Month:

For all kWh per month	\$0.057385 per kWh
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Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.



Comprehensive Fee Schedule

Electric

RATE 41 - GENERAL SERVICE, NEW CONSTRUCTION (Cont'd)

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

This rate was designed to match a Duke Power LGS Rate, and will be adjusted whenever the North Carolina Utilities Commission approves a change in the Duke Power rate.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 43 - INDUSTRIAL SERVICE, NEW CONSTRUCTION

Availability

Available only to initial customer of new commercial buildings completed after September 1, 2003. The customer shall be an establishment classified as "Manufacturing Industries" by the Standard Industrial Classification Manual, 1957 or later revision published by the Bureau of the Budget, United States Government, and only where more than fifty percent (50%) of the total electric consumption of such establishment is used for its manufacturing processes. Minimum load to qualify is 30 f<IN.. Minimum load to qualify is 30 f<IN.

This schedule shall be used solely by the Customer in a single enterprise, located entirely on single, contiguous premises. This schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in a contract with the Customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits, for the delivery of such power. The City shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and permits.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 25 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Base Rate
Basic Facilities Charge per month	\$ 19.91

Demand Charge:

For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$ 4.62 per kW

Energy Charge:

For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.123850 per kWh
For the next 87,000 kWh	\$0.071732 per kWh
For all over 90,000 kWh	\$0.068882 per kWh
For the Next 275 kWh Billing Demand Per Month:	
For the next 140,000 kWh	\$0.058919 per kWh
For all over 140,000 kWh	\$0.057055 per kWh
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.054647 per kWh



Comprehensive Fee Schedule

Electric

RATE 43-INDUSTRIAL SERVICE, NEW CONSTRUCTION (Cont'd)

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured in the previous 12 months including the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum recorded demand.
- (3) 30 Kilowatts (kW).

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

This rate was designed to match a Duke Power I Rate, and will be adjusted whenever the North Carolina Utilities Commission approves a change in the Duke Power rate.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Electric

RATE 45 -TIME OF DAY INDUSTRIAL SERVICE, NEW CONSTRUCTION

Availability

Available only to new commercial or industrial loads which begin receiving service after July 1, 2003. The demand of the new load must equal or exceed 500 kW during at least three months of a twelve-month period. Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the City, except at the option of the City, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the City in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permit for the delivery of such power, and the City shall not be liable to any customer or applicant for power in the event the City is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

Available only to initial customer of new commercial buildings completed after September 1, 2003. The customer shall be an establishment classified as "Manufacturing Industries" by the Standard Industrial Classification Manual, 1957 or later revision published by the Bureau of the Budget, United States Government, and only where more than fifty percent (50%) of the total electric consumption of such establishment is used for its manufacturing processes. Minimum load to qualify is 30 kW.

Type of Service

The City will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage. The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the City before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 25 HP must be equipped with starting compensators. The City reserves the right, when in its opinion the installation would not be detrimental to the service of the City, to permit other types of motors.

Monthly Rate

	Industrial	Commercial
Basic Facilities Charge	\$ 34.31	\$ 33.24
Demand Charge		
Summer (June-Sept.)		
For the first 2000 kW Billing Demand	\$16.0301 per kW	\$16.2522 per kW
For the next 3000 kW Billing Demand	\$14.6869 per kW	\$14.8877 per kW
For all over 5000 kW Billing Demand	\$13.3312 per kW	\$13.5105 per kW
Winter (Oct-May)		
For the first 2000 kW Billing Demand	\$ 9.4497 per kW	\$ 9.5670 per kW
For the next 3000 kW Billing Demand	\$ 8.0938 per kW	\$ 8.1900 per kW
For all over 5000 kW Billing Demand	\$ 6.7261 per kW	\$ 6.8004 per kW
Energy Charge		
All Energy	\$0.041543 per kWh	\$0.042932 per kWh



Comprehensive Fee Schedule

Electric

RATE 45 -TIME OF DAY INDUSTRIAL SERVICE, NEW CONSTRUCTION (Cont'd)

Determination of On-Peak Hours:

SEASON	CALENDAR MONTHS	ON-PEAK HOURS
Winter	December-February	07:00-10:00
Spring	March-May	07:00-09:00
Summer	June-September	07:00-08:00
Fall	October-November	07:00-09:00

Definition of "Month"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

Determination of Billing Demand

The City will install a permanent demand meter when the monthly consumption of the customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 15 kW or more, however, at its option, the City may install such a meter for any customer served under this Schedule.

The demand for billing purposes each month shall be the largest of the following:

- (1) The maximum integrated thirty-minute demand measured during the applicable season on- peak period during the month for which the bill is rendered.
- (2) Fifty percent (50%) of the customer's maximum recorded demand.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour reading and the previous month's watt-hour meter reading.

Power Factor Correction

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the City may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the average power factor in percent for that month.

Sales Tax

The appropriate North Carolina sales tax shall be added to the above electric rates.

This rate was designed to match a Duke Power OPT I & OPT G Rates, and will be adjusted whenever the North Carolina Utilities Commission approves a change in the Duke Power rate.

Effective for bills rendered on and after July 1, 2016.



Comprehensive Fee Schedule

Transit System

Hi Tran

Fares

Regular - Single Ticket	\$ 1.00
Senior Citizen - Single Ticket	\$ 0.50
Disabled - Single Ticket	\$ 0.50
Medicare Cardholder - Single Ticket	\$ 0.50
Children 43" or shorter - limit 3 per paying adult	Free
All Transfers	Free

In addition to paying the exact cash fare, Hi Tran has several types of passes that passengers may use to make riding convenient

Regular Fare Passes	\$ 10.00
Half Fare Passes	\$ 5.00
Regular Fare 30-Day Pass	\$ 40.00
Reduced Fare 30-Day Pass	\$ 20.00



Comprehensive Fee Schedule

Library

Library Cards and Overdue Fees

All Guilford County taxpayers, all residents of High Point or Guilford County, and all current and retired employees of the City of High Point receive library cards free of charge. Other library users should pay the current fee established by the Board for obtaining library cards (currently \$40 per year).

Overdue fines are charged on items that are not returned by the date due. The charge is 10¢ per day per item.

If you owe fines amounting to \$5.00 or more, your account must be paid in full before materials may be checked out or renewed. Online renewals are also restricted to fines of any amount. Also, those owing \$5 or more may not use the library's Public Computing Center or submit Interlibrary Loan requests until the amount is paid in full.

Public Computing Center

Black & White Prints	\$.20 each
Color Prints	\$.40 each
Flash Drives (4GB)	\$ 5.00 each

Heritage Research Center

Obituaries

There is no fee to search our High Point Enterprise index for a single obituary. Requests are accepted via telephone, e-mail, or ground mail. There is no search fee to conduct a surname search of obituaries, if you visit the library. The search will be conducted as time allows. The cost of copies requested by phone or e-mail will be determined on an individual basis.

Photocopies

Requests for articles or information from the High Point Enterprise will be accepted if an entry can be located in our index or if a specific date is specified. The index we've created includes only stories related to High Point, itself, and with the exception of obituaries, only covers the period since 1997.

We can also search city directories for individual listings (maximum of 5 years searched at one time), or provide copies from local histories, genealogies, record abstracts, and original records on microfilm. We limit remote users to one specific request per contact, one contact per day. If found, a hard copy of the item will be reproduced and mailed at a cost of \$2 for the first 5 pages and .25 for each additional page, up to a maximum of 20 pages.

Scanning

Requests for scanned images are limited to one specific item per inquiry, one inquiry per day. A valid e-mail address is required, and scanned images will be processed and sent as an attachment, free of charge, as time allows. Requests for scanned images received on weekends will be filled during the following week.

Note

All services and prices are subject to change at any time, without notice, at the discretion of the Library Board of Trustees.

All Returned Checks are Subject to a \$25 Fee



Comprehensive Fee Schedule

Parks & Recreation

Refund Policies

Rental Refund Policy (Applies to Shelters, Fields, Facility, and Campground Rentals)

If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date, there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and requests for refunds must be in writing or can be submitted by email.

Rainout Refunds

A rainout is defined as a shelter cancellation due to inclement weather. The customer will need to wait until the day of their event to contact Parks & Recreation staff to cancel because of rain.

- If the reservation is at a community park on a weekend, the customer should leave a voicemail at 336-883-3469.
- If the event is scheduled at Oak Hollow Park, Festival Park, North Overlook or Sailboat Point, customers should call 336-883-3494.
- If the event is scheduled at High Point City Lake, customers should call 336-883-3498.

The customer can receive a refund or reschedule for another date at the time of cancellation. We are not allowed to carry a credit on a customer's account for more than two weeks. If the customer has not called back to reschedule by two weeks after the original reserved date, we will process a refund. If the renter uses the shelter at any time during their rental, they will forfeit this rainout refund.

Program Refunds

A full refund will be issued if High Point Parks & Recreation Department cancels a program. Refunds requested by customers must be in writing or can be submitted by email. Refunds will be issued on a case-by-case basis. There may be specific cancellation policies that vary by program. This information must be included in registration materials.

Unless noted otherwise, if a program has not begun and no costs have been expended for the participant (i.e. t-shirt, trophy, etc.) a full refund may be issued. If expenses have occurred for the participant, the refund will be the cost of the program, minus any expenses that have occurred. If a customer has participated in more than half of the program, no refund will be issued.



Comprehensive Fee Schedule

Parks & Recreation

Beer & Wine Policy

Rules for the Sale of Malt Beverages and/or Unfortified Wine

1. The sale of alcoholic beverages is permitted at Oak Hollow and Blair Park Golf Courses.
2. Beer (malt beverages) will be sold and dispensed in accordance with North Carolina ABC regulations. All state laws concerning the sale and consumption of beer shall be strictly adhered to.
3. At least one grillroom employee shall be eighteen (18) years of age or older during any particular shift.
4. The City reserves the right to refuse to sell beer to any person. Following are examples of, but not limited to, refusing the sale of beer:
 - A. Persons under 21 years of age
 - B. Improper or disruptive conduct
 - C. Person(s) appearing to be intoxicated
 - D. Lack of identification
5. Any person violating State alcoholic beverage laws as a part of their course of employment shall be subject to appropriate personnel action up to and including dismissal.
6. Any person observed by city staff to be violating State ABC Laws by providing beer to anyone under age shall have their golf playing privileges suspended.

Park Rentals

1. Alcoholic beverages are allowed during exclusive rentals or special events at the following facilities: Oak Hollow Tennis Center, Oak Hollow Park, High Point City Lake Park and High Point Athletic Complex.
2. All State laws concerning the sale and consumption of beer (malt beverages) shall be strictly adhered to.
3. Persons or agencies permitted to serve beer or wine must provide the city with a certificate of insurance showing \$2,000,000 dollars of liability insurance coverage.



Comprehensive Fee Schedule

Blair Park Golf Course

Green Fees

Play & Ride - Weekdays	Price
Regular 18 holes	\$ 27.00
Ladies (Thursday Only)	\$ 23.00
Seniors (Monday - Friday only, ages 55+)	\$ 22.00
Twilight (Starting time varies during the year)	\$ 21.00

Walking - Weekdays	Price
Regular 9 holes	\$ 10.00
Regular 18 holes	\$ 13.00
Ladies (Thursday Only)	\$ 10.00
Seniors (Age 55 & up)	\$ 10.00
Juniors (Under 18)	\$ 10.00
Seniors & Juniors (9 Holes after 1pm)	\$ 8.00

Play & Ride - Weekends	Price
18 Holes (Before 12pm)	\$ 30.00
18 Holes (After 12pm)	\$ 24.00

Walking - Weekends	Price
18 Holes (After 12pm)	\$ 16.00
9 Holes (Last two hours of play)	\$ 9.00

Golf Cart Fees	Price
18 Holes per person	\$ 15.00
9 Holes per person	\$ 9.00

Winter Rates (Start December 1 - February 28)	Price
Play & Ride - Weekdays (Monday - Friday)	\$ 26.00
Play & Ride - Weekends (Saturday, Sunday & Holidays)	\$ 30.00
Play & Ride - Seniors (Weekday only)	\$ 20.00

These Winter Rates include a \$3 voucher to be used in our Grillroom

Locker Rental (Yearly)	\$ 10.00
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School Groups - Weekdays Only - Per Team; Per Season	Price
Limited to 3 golf teams at any one time – golf carts not provided	
College Golf Team	\$ 675.00
High School Golf Team	\$ 575.00
Middle School Golf Team (Limit 2 days per week)	\$ 300.00



Comprehensive Fee Schedule

Blair Park Golf Course

Green Fees (Cont'd)

Green Fee and/or Cart Fee Discounts

A special discount green fee or cart fee may be established at either or both Oak Hollow or Blair Park golf courses to promote golf play during periods of poor weather, poor course conditions or to promote more golf play. This fee would be put into effect only by action of the Parks and Recreation Director. This discount fee may vary due to the conditions and goals of the promotion.

Entire Golf Course Rental

	Price
Monday - Thursday All day up to 120 golfers	\$ 2,750.00
Monday - Thursday 9am start time up to 120 golfers	\$ 2,250.00
Friday All day up to 120 golfers	\$ 3,000.00
Friday 9am start time up to 120 golfers	\$ 2,500.00
Additional fee of \$24.00 per golfer over 120	\$ 24.00



Comprehensive Fee Schedule

Oak Hollow Golf Course

Green Fees

Play & Ride - Weekdays	Price
Regular 18 holes with cart	\$ 32.00
Regular 9 holes with cart	\$ 22.00
Ladies Special (Tuesday only) with cart	\$ 24.00
Seniors with cart (Monday - Friday only, ages 55+)	\$ 24.00
Twilight with cart (Times varies during the year)	\$ 25.00

Walking - Weekdays	Price
Regular 9 holes	\$ 13.00
Regular 18 holes	\$ 17.00
Ladies Special (Tuesday only)	\$ 13.00
Seniors (Monday - Friday only, ages 55+)	\$ 13.00
Juniors (18 & under)	\$ 13.00
Seniors & Juniors (9 Holes after 1pm)	\$ 10.00

Play & Ride - Weekends	Price
18 Holes (Before 12pm)	\$ 39.00
18 Holes (After 12pm)	\$ 33.00
9 Holes (Last two hours of play)	\$ 21.00

Walking - Weekends	Price
18 Holes (Before 12pm)	\$ 39.00
18 Holes (After 12pm)	\$ 25.00
9 Holes (Last two hours of play)	\$ 13.00

Golf Cart Fees	Price
18 Holes per person	\$ 15.00
9 Holes per person	\$ 9.00

Winter Rates (Start December 1 - February 28)	Price
Play & Ride - Weekdays (Monday - Friday)	\$ 26.00
Play & Ride - Weekends (Saturday, Sunday & Holidays)	\$ 30.00
Play & Ride - Seniors (Weekday only)	\$ 20.00

These Winter Rates include a \$3 voucher to be used in our Grillroom

Locker Rental (Yearly)	\$ 10.00
-------------------------------	----------

School Groups - Weekdays Only - Per Team; Per Season	Price
Limited to 3 golf teams at any one time – golf carts not provided	
College Golf Team	\$ 675.00
High School Golf Team	\$ 575.00
Middle School Golf Team (Limit 2 days per week)	\$ 300.00



Comprehensive Fee Schedule

Oak Hollow Golf Course

Green Fees (Cont'd)

Green Fee and/or Cart Fee Discounts

A special discount green fee or cart fee may be established at either or both Oak Hollow or Blair Park golf courses to promote golf play during periods of poor weather, poor course conditions or to promote more golf play. This fee would be put into effect only by action of the Parks and Recreation Director. This discount fee may vary due to the conditions and goals of the promotion.

Entire Golf Course Rental

	Price
Monday - Thursday All day up to 120 golfers	\$ 3,500.00
Monday - Thursday 9am start time up to 120 golfers	\$ 3,000.00
Friday All day up to 120 golfers	\$ 3,750.00
Friday 9am start time up to 120 golfers	\$ 3,250.00
Additional fee of \$24.00 per golfer over 120	\$ 28.00

Oak Hollow Golf Course Shelter

	Price
Per Day	\$ 50.00
Fee waived with \$300 in Grill Room purchases	



Comprehensive Fee Schedule

Oak Hollow Lake

Launch Fees

Oak Hollow	Price
Launch Fee	\$ 7.00
Water Skiing	add \$ 1.00
Kayaks and Canoes and Paddleboards	\$ 4.00
10 Boats Launches (Does not include water ski fee)	\$ 60.00

Rentals	Price
Sail Boat Rental - 2 person limit per boat for 4 hours	\$ 25.00
* Must have sailing experience	
Solo Kayak (all day)	\$ 12.00
Tandem Kayak (all day)	\$ 20.00
Stand Up Paddleboard (all day)	\$ 15.00

Storage	Price
Boat Storage - per month	\$ 30.00
Kayak Storage - per month	\$ 15.00

Bank Fishing (All Day - Per Person)	Price
Adults ages 16-59	\$ 2.00
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 1.00
Children under the age of 12	FREE
*Children ages 15 and under must be accompanied by an adult	

Yearly Bank Fishing Pass	Price
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 25.00
Adults ages 16-59	\$ 30.00
*Children ages 15 and under must be accompanied by an adult	

Yearly Non-Powered Boats Pass – Kayaks and Canoes Only	Price
Both Lakes	\$ 120.00
One Lake (Designated)	\$ 75.00

Life Jackets	Price
For All Lake Users	FREE

Oak Hollow Park Shelters

Shelter

Shelter Rate	Price
Per 4-hour period	\$ 40.00



Comprehensive Fee Schedule

Oak Hollow Marina

Meeting Room

Room Rate	2-Hour	4-Hours	8-Hours
Per Day	\$ 50.00	\$ 100.00	\$ 150.00

*After Hours Fee - \$25.00 per hour

Oak Hollow Family Campground

Camp Sites

	Price
Camp Sites – Section D and Tent (Daily Fee)	\$ 30.00
Camp Sites – Section A, B, C (Cablevision included)	\$ 35.00
Each additional person above 4, per night	\$ 5.00

* Fees include one vehicle and not more than 4 persons

* Camping units with sanitary facilities must attach to sewer lines

* Camping visit limit – (21) days in any 30-day period. Extensions beyond **(21)** days permitted if space is available with approval by the Special Facilities Manager.



Comprehensive Fee Schedule

Oak Hollow Tennis Center

Outdoor Courts

Outdoor Courts	Price
Per court, per hour	\$ 8.00

Indoor Courts	Price
Non-Prime Time:	
Monday - Thursday	8:30am-5:30pm
Fridays	All day
Sundays	8:30am-11:30am
	\$20 per hour

Prime Time:		
Monday - Thursday	5:30-10:00pm	
Saturdays	All day	
Sundays	1:00-8:30pm	
		\$24 per hour

Season Rates (Indoor Courts)	Price
20 weeks - Prime Time	\$ 650.00
20 weeks - Non-Prime Time	\$ 600.00

All fees for courts must be paid to the Pro Shop Staff before play begins.

Court Building Rental

	Price
An Indoor Court Building (2 Courts) can be reserved during the Indoor Season on Saturday nights from 6:00pm to 10:00pm.	\$ 125.00

Courts may only be reserved 48 hours in advance and if not used, cancelled 24 hours in advance. Players not canceling the court shall be subject to entire court fee.

Facility Rental

Time Period	Outdoor Courts (10)	Indoor Courts (4)
4 Hours	\$ 15.00	\$ 180.00
All Day	\$ 300.00	\$ 350.00
Each extra hour	\$ 40.00	\$ 50.00

* Includes 2 hours of court maintenance

* If court maintenance exceeds two hours, group must pay \$25 per hour.



Comprehensive Fee Schedule

Festival Park

Non-Profit Groups and Organizations *		1st Day	2nd Day
Both Overlooks and Fields	\$	1,000.00	\$ 500.00
One Overlook and Field	\$	800.00	\$ 400.00
South Overlook (Inside fence)	\$	500.00	\$ 250.00

Profit Group Events & Concerts		1st Day	2nd Day
Overlook and Field	\$	1,500.00	\$ 1,000.00
Both Overlooks and fields	\$	2,000.00	\$ 1,000.00

* 2- Day Minimum Rental For Events and Concerts That Require Next Day Clean-up and/or Tear down

If public use of the adjacent lake is hampered by the event, a One Hundred Fifty (\$150) per day for additional lake patrol shall be added to the fee paid by the lessee. The City shall provide site preparation assistance as needed; clean-up shall be the responsibility of the lessee. Groups shall also be responsible for damages to the facilities. A 25% non-refundable deposit is due to reserve dates. all fees are due 30 days prior to event.

*City Departments will not be charged rental fees for the use of Festival Park. Non-profit groups must enter into a rental agreement and provide a copy of a valid 501(c)(3) non-profit status to qualify for non-profit rates.

501(c)(3) exemptions apply to community groups or foundations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.



Comprehensive Fee Schedule

City Lake Park

Park Activities

Amusement Rides (Merry-Go-Round & Train)	Price
Price per ticket	\$ 1.25
Price per ticket – School Groups Only	\$ 1.00
Price per ticket – Train & Merry-Go-Round, School Groups Only	\$ 1.80

Boat Ride	Price
Price per ticket	\$ 2.50
Group Rental – per ½ hour	\$ 50.00
Group Rental – per hour	\$ 90.00

Miniature Golf	Price
18 holes, per person	\$ 2.75
18 holes, for groups of 20 or more	\$ 2.25
All Day Golf Pass	\$ 5.00

Unlimited Use - Daily Discount Tickets	Price
These tickets allow persons the unlimited use of the Merry-Go-Round and Train for one day.	
Price per ticket	\$ 4.75
Price per ticket for groups of 25-49	\$ 4.25
Price per ticket for groups of 50-99	\$ 4.00
Price per ticket for groups of 100 or more	\$ 3.75
Additional price per ticket to add Golf	\$ 1.75
Additional price per ticket to add Swimming and Waterslide	\$ 5.00

Hourly Rental – Train, Merry- Go–Round & Golf (subject to availability)	Price
One Amusement	\$ 120.00
Two Amusements	\$ 220.00
Three Amusements	\$ 320.00
Operator Fee (per hour, per amusement)	\$ 10.00

Park Rental	Price
Entire Park Rental - up to 1,000 people	\$ 4,000.00
Price per person over 1,000 people	\$ 4.00

Camp Ann Area Rental (Exclusive Use)	Price
Rate is a combination of shelters 5,6,7,8	\$ 600.00
Price is for one day/8hour period. Beer allowed with exclusive use with permission from P&R Director or his designee.	

City Lake Gym Rental	Price
1 Hour	\$ 35.00
2 Hours	\$ 60.00
4 Hours	\$ 100.00
All Day	\$ 175.00
Field use, 4 hours for designated function	\$ 100.00



Comprehensive Fee Schedule

City Lake Park

Park Activities (cont'd)

Swimming Pool	Price
Pool and Water Slide Entry	\$ 6.00
Swim Lessons	\$ 25.00
Punch Card - includes 15 swims	\$ 60.00
Group rate - for more than 20 swimmers; price per swimmer	\$ 5.00

Pool Rental - Rates Do Not Include Lifeguards	Price
Swimming Pool – (per hour; 2 hour minimum)	\$ 100.00
Waterslide – (per hour; 1 hour minimum)	\$ 100.00
Lifeguards – rate is per hour/per lifeguard	\$ 12.00

* Rentals are not available 12:00pm – 6:00pm

Cabana Rentals	Price
Entire party area (seats 100)	Half Day (11am-2pm, 3pm-6pm)
	\$ 100.00
Individual Cabana Rental	Full Day (11am-6pm)
	\$ 200.00
	Half Day (11am-2pm, 3pm-6pm)
	\$ 25.00
	Full Day (11am-6pm)
	\$ 50.00

Swim Meets	Price
State or Regional (per swimmer)	\$ 4.00
High Point Community (per swimmer)	\$ 3.00

Other	Price
Lockers - rate is per rental	\$ 0.25
Lost key fee	\$ 3.00

Toddlers 3 years of age and under are allowed free with a paying adult 18 years of age or over. Day Care Groups are not included.

Park Shelters

City Lake Park Shelters - rates are based on 4 hour periods	Price
Shelter #1	\$ 50.00
Shelter #2	\$ 65.00
Shelter #3	\$ 65.00
Shelter #2 & #3	\$ 115.00
Shelter #4	\$ 45.00
Shelter #5	\$ 45.00
Shelter #6	\$ 65.00
Shelter #7	\$ 65.00
Shelter #8	\$ 50.00
Shelter #9	\$ 50.00
Shelter #10	\$ 45.00
Special Clean-up Charges	hour/per

Companies or groups will be required to pay extra for additional set-up and/or clean-up charges beyond the norm, as determined by the Director of Parks and Recreation or his designee.



Comprehensive Fee Schedule

City Lake Marina

Marina Fees

	Price
Launch Fee	\$ 7.00
Kayaks and Canoes	\$ 4.00
10 Boats Launches	\$ 60.00

Rentals	Price
Canoe Rental - 2 person limit per boat for 4 hours	\$ 8.00
Paddle Boats 2-seater boat per 1/2 hour	\$ 7.00
Paddle Boats 3-seater boat per 1/2 hour	\$ 8.00
Solo Kayak (all day)	\$ 12.00
Tandem Kayak (all day)	\$ 20.00
Stand Up Paddleboard (all day)	\$ 15.00

Fishing Boat - three person limit; age and weight restrictions apply	Price
Weekdays, price for all day	
1 Adult	\$ 8.00
2 Adults	\$ 9.00
3 Adults	\$ 10.00

Senior Citizens 60 years or older may request a 1/2 price discount

Weekends, price for all day	
1 Adult	\$ 11.00
2 Adults	\$ 13.00
3 Adults	\$ 15.00

Bank Fishing (All Day - Per Person)	Price
Adults ages 16-59	\$ 2.00
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 1.00
Children under the age of 12	FREE

*Children ages 15 and under must be accompanied by an adult

Yearly Bank Fishing Pass	Price
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 25.00
Adults ages 16-59	\$ 30.00

*Children ages 15 and under must be accompanied by an adult

Yearly Non-Powered Boats Pass – Kayaks and Canoes Only	Price
Both Lakes	\$ 120.00
One Lake (Designated)	\$ 75.00

Life Jackets	Price
For All Lake Users	FREE



Comprehensive Fee Schedule

Piedmont Environmental Center

Auditorium Rental

	Price
Monday - Friday, 9am-5pm, per hour	\$ 40.00
Monday - Friday, 5pm-9am, per hour	\$ 60.00
Kitchenette Usage - per day	\$ 10.00
LCD Projector - per day	\$ 50.00

PEC Club Members receive a 20% discount on Auditorium rentals

Northpoint Conference Room

Room Rate

	Price
Monday - Friday, 8am-5pm, per hour	\$ 35.00
After 5pm Monday - Friday and Weekends, per hour	\$ 45.00

Neighborhood Park Picnic Shelters

Shelter Rate

	Price
4-Hour period, 10am-2pm or 3pm-7pm	\$ 35.00
All Day	\$ 70.00



Comprehensive Fee Schedule

Washington Terrace Park

Terrace Park

Park Area	2 Hour	4 Hour	6 Hour	8 Hour
Stage Area	\$ 50.00	\$ 75.00	\$ 100.00	\$ 140.00
Outside Multipurpose Space	\$ 50.00	\$ 75.00	\$ 100.00	\$ 140.00

Picnic Shelters

Based On A 4-Hour Rate

Amenities

#1	\$ 30.00	
#2	\$ 40.00	
#3	\$ 55.00	Has Electricity
#5	\$ 30.00	
#6	\$ 30.00	
#7	\$ 35.00	Has Electricity
Entire Park	\$ 600.00	8 hour period, includes all shelters,

community building, multipurpose space and stage. Pool rental is not included – requires additional fee. Pool will be open to the public during regular operational hours. Rental time includes renter's set up and clean up times.

Terrace Swimming Pool

Swimming Pool	Price
Per person, per day, ages 4 and up (includes basket rental)	\$ 1.25
Toddlers 3 years of age and under are allowed in pool free with a paying adult 18 years of age or older	
Day Care groups are not included	

Discount Passes	Price
Discount Pass (Includes 15 Swims)	\$ 12.50

Pool Rental Rate	Price
One and one-half hour period (Maximum rental time is 6 hours)	\$ 50.00
Plus Lifeguard, per lifeguard, per hour	\$ 12.00
A Minimum of 2 lifeguards are required. Number of lifeguards based on number of guests	

Swim Lessons – 4-week session	\$ 20.00
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Comprehensive Fee Schedule

Washington Terrace Community Center

Community Center

Community Building	2 Hour	4 Hour	6 Hour	8 Hour
Large Activity Room (includes kitchen)	\$ 100.00	\$ 150.00	\$ 175.00	\$ 200.00
Conference Room	\$ 75.00	\$ 125.00	\$ 150.00	\$ 175.00
Conference Room Plus Kitchen (Kitchen is \$15 per 2 hour period)	\$ 90.00	\$ 155.00	\$ 240.00	\$ 295.00
Entire Community Center	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00
City Holidays	\$150.00 additional fee on City approved holidays			

Vendor Fees

	Price
Food vendors	\$ 75.00
Non-food vendors	\$ 50.00

Guilford County Health Department permit is required for all food vendors prior to payment of vendor fee.

Vendor space is only available at select events.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Recreation Centers

(Allen Jay, Deep River, Morehead, Oakview, and Southside)

Area	1 Hour	2 Hours	4 Hours	6 Hours	8 Hours	12 Hours
Gym - Type A	\$ 50.00	\$ 70.00	\$ 100.00	\$ 145.00	\$ 190.00	\$ 290.00
Gym - Type B	\$ 75.00	\$ 100.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 400.00
Activity Room		\$ 50.00	\$ 65.00	\$ 75.00	\$ 80.00	
Large Activity Room (Oakview, Deep River, Allen Jay, Morehead)		\$ 85.00	\$ 100.00	\$ 125.00	\$ 135.00	
Entire Center		\$ 210.00	\$ 275.00	\$ 345.00	\$ 385.00	
City Holidays	\$150 additional fee for events on approved City Holidays					
Staff Fee *	\$25 per hour/per employee					

*For events that run past their end time

Rental Time includes renter's set-up and clean-up times. A full set of rental rules are available.

When not in conflict with Departmental Programs, the above facilities are available as follows:

Weekdays	9:00am -11:00pm
Saturdays & Sundays	8:00am -11:00pm

Gym Rentals

Type A Gym Rentals – Rental by citizens, non-profit, civic, or religious groups

Type B Gym Rentals – Where admission or tickets are charged, or merchandise is sold

For all Gym Rentals where athletic tournaments, games or practices are taking place, a \$1,000,000 liability insurance policy is required. The City of High Point must be listed as an additionally insured and a copy of the policy must be provided to the facility.

Group Rentals

Groups may not charge admission or collect donations from the general public or sell items to make a profit without special permission from the City. When permission is granted, the general policy of the Department is to collect 10% of ticket sales or donations plus 10% of net profits from concessions from non-profit groups and 15% from all other groups. Security, paid for by the lessee, may be required for some programs, to be determined by the facility manager. Non-profit groups and co-sponsored programs may be granted a reduced fee for Center use.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Roy B. Culler, Jr. Senior Center

Senior Center

The Senior Center is operated from Monday - Friday from 9:00am - 5:00pm for senior citizen's activities

Multipurpose Room	2 Hours	4 Hours	6 Hours	8 Hours
Carpet Area (holds up to 100 people)	\$ 100.00	\$ 150.00	\$ 175.00	\$ 200.00
Tile Area (holds up to 50 people)	\$ 75.00	\$ 125.00	\$ 150.00	\$ 175.00
Entire Room (holds up to 200 people)	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00
Conference Room	\$ 35.00	\$ 50.00	\$ 75.00	\$ 100.00
City Holidays	\$150 additional fee for events on approved City Holidays			
Stage	\$ 25.00			
PA System	\$ 25.00			

Rental Time includes renter's set-up and clean-up times. A full set of rental rules are available.

When not in conflict with Departmental Programs, the above facilities are available as follows:

Weekdays 9:00am -11:00pm

Saturdays & Sundays 8:00am -11:00pm

Weekend events in multipurpose area must be scheduled 2 hours apart for a four hour minimum

Multiple Night Rental (Weeknights Only)

With a 6-night minimum per year may receive a 40% discount. If rented on same night as another rental group, the renter may receive a 60% discount.

Exclusive Use Leases

When not in conflict with Senior Programs, the Center is available for up to 8 hours for \$500.00.

Facility Group Rental Fees

Groups may not charge admission or collect donations from the general public or sell items to make a profit without special permission from the City. When permission is granted, the general policy of the Department is to collect 10% of ticket sales or donations plus 10% of net profits from concessions from non-profit groups and 15% from all other groups. Security, paid for by the lessee, may be required for some programs, to be determined by the facility manager. Non-profit groups and co-sponsored programs may be granted a reduced fee for Center use.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Athletic Complex

Festival Rates	1st Day	2nd Day
Non-Profit Groups and Organizations	\$ 1,000.00	\$ 500.00
Profit Group Events & Concerts	\$ 1,500.00	\$ 1,000.00

2-Day minimum rental is required for events and concerts that require next day clean-up and/or tear down.

The City shall provide site preparation assistance as needed; clean-up shall be the responsibility of the lessee. Groups shall be responsible for any damages to the facilities.

Non-profit groups must provide a copy of a valid 501(c)(3) non-profit status to qualify for non-profit rates. 25% of total rental is due to reserve dates. All fees are due 30 days prior to the event.

Athletic Facilities

The High Point Athletic Complex contains a baseball stadium, soccer stadium and track stadium. There are 9 additional soccer fields located at the complex. The Recreation Department is responsible for scheduling the Athletic Complex. Correll/Morris Soccer Stadium, Ed Price Baseball Stadium & Aderholdt Track & Field are 'game only' facilities. Aderholdt Track is available for practices. The A.J Simeon Football Stadium is owned and operated by the Guilford County School System and is not included as a part of this fee schedule.

Ed Price Baseball Stadium	\$ 100 per game/daytime
	\$ 125 per game/night (include lights)
Correll/Morris Soccer Stadium	\$ 100 per game/daytime
	\$ 125 per game/night (include lights)
Aderholdt Track Stadium	\$ 250 per day
Aderholdt Football/Soccer Field	\$ 250 per game/daytime
	\$ 450 for 2 or more games
North, South & West Soccer Fields	\$ 75 per game/per day

Additional Field preparation fee - \$25 per hour, includes 2 people, 3 hour minimum

Concession Fee

West (near Miracle League) per event	\$ 100.00
South (Correll/Morris Stadium) per event	\$ 100.00
North (Track) per event	\$ 200.00

Tournament Fees	1st Field	2nd Field	3rd Field
Per field per day (8am-11pm)	\$ 200.00	\$ 175.00	\$ 150.00



Comprehensive Fee Schedule

Athletic Facilities

Community Fields

Game Fee – (Baseball, Softball, Soccer)	Price
Per game	\$ 75.00
Practice, with permit and no field preparations; per hour	\$ 25.00

Outdoor athletic facilities may be used from 9:00am through 11:00pm. No games may be started after 9:00pm. Games must stop at 11:00pm with no exceptions. A \$100 deposit is charged for all tournament and league requests. The deposit is required before the tournament or league can be scheduled. Deposits will only be refunded upon receipt of a written notice fourteen days or more prior to the event. The total fee is required before the tournament or league begins.

Additional Field preparation fee - \$25 per hour, includes 2 people, 3 hour minimum

Youth Athletic Camp Rental Fee	Price
Athletic Camp One-Half Day (4 hours), 5 days - per park/per week	\$ 500.00
Athletic Camp Full Day, 4 to 8 hours, 5 days - per park/per week	\$ 1,000.00

The Department may limit the number of participants at a particular site. This fee may be adjusted for the size of the camp and impact on departmental facilities or programs. This fee is for indoor as well as outdoor camps including, but not limited to, baseball, basketball, football, soccer, and cheerleading.

Concession Fee	Price
Per event/Per site where available	\$ 100.00

Tournament Fees	1st Field	2nd Field	3rd Field
Per field/per day (8:00am-11:00pm)	\$ 200.00	\$ 175.00	\$ 150.00

Field Rentals	Price
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Outdoor athletic facilities may be used from 9:00am through 11:00pm. No games may be started after 9:00pm. Games must stop at 11:00pm with no exceptions. A \$100 deposit is charged for all tournament and league requests. The deposit is required before the tournament or league can be scheduled. The total fee is required 7 days before the tournament or league begins.

Non-refundable maintenance fee for any event greater than 4 hours per hour	\$ 25.00
Additional Field preparation fee: includes 2 people, 3 hour minimum per hour	\$ 25.00



Comprehensive Fee Schedule

Miscellaneous Fees

Mobile Stage

Local Non-Profit, Community and Service Organizations	Price
Set-Up Fee; per event	\$ 350.00

Local Business, Commercial and Individual Use	Price
Base Rental (Held in City limits)	
8-hour period, Monday-Friday	\$ 750.00
8-hour period, Saturday, Sunday and Holidays	\$ 850.00

Payment must be made in full at the time of reservation

Portable Concession and Tent Rentals

Portable Concession Stands	Price
Rental Fee - One Day	\$ 75.00
Rental Fee - Two Days	\$ 100.00
Rental Fee - One Week	\$ 175.00

Additional out of town transportation fee per mile, both ways, each trip - \$1.50 per mile

Tent Rental	Price
Per tent up to two days (setup included)	\$ 200.00
Each additional day (setup included)	\$ 50.00



Comprehensive Fee Schedule

Planning & Development

Fee Standards

Payment Due

Fees for applications and plan reviews are due with the submission of the application or plan. In accordance with the city's Development Ordinance, no action shall be taken on proceedings before the Board of Adjustment, Planning and Zoning Commission, Historic Preservation Commission or Technical Review Committee until all applicable fees have been paid in full. Permit fees are due at the time of permit issuance. Inspection fees are due prior to plan approval or certificate, as applicable. Regional stormwater facility fees are due prior to plan approval. Development fees cannot be waived or refunded except as authorized herein.

Fee Waivers

Development fees may be waived or reduced only as stated herein. Fee waivers do not relinquish the development from any application, plan review, permit or inspection requirements.

Development fees are waived for all projects applicable to any City-owned property. Fees may be waived for economic development projects as part of a City Council approved economic development incentives package. During times of natural disaster, the City Manager is authorized to waive fees for a particular emergency incident. The City Manager or the applicable Department Director, is authorized to waive or reduce a fee where it is determined in writing that the calculation of the fee to a specific project results in an excessive and unreasonable cost or where it is determined that a fee waiver or reduction is needed to correct a customer service error. In addition, fees may be waived for a particular project by City Council action.

Refunds

Development fees are not refundable except as stated herein. Upon the request of the applicant, application fees for Board Action applications that require public notice are authorized for a 50% refund when an application is withdrawn prior to the public notice being given on the request. Regional stormwater facility fees are not refundable unless the applicable land development plan is voided or revised accordingly and no impervious surface has been installed. Infrastructure inspection fees are refundable where infrastructure has not been installed. Upon the request of the permit holder, an 80% refund of the permit fee is authorized where no field inspections or construction under the permit has occurred and the permit has not expired.

Abandonment

Development submittals are considered abandoned in accordance with the applicable provisions of the Development Ordinance. Where a specific time of abandonment is not established by the Development Ordinance, then those submittals may be considered abandoned 6 months after the date of submittal if approval is not obtained, or after 60 days for non-payment of application or permit fee.



Comprehensive Fee Schedule

Planning & Development

Module 1

Guidance

Module I pertains to the application fees for the review of buildings and property to determine compliance with State and local codes. Fees are intended to defray the cost of research, inspection, report preparation and other operational costs the City incurs with processing these requests.

Item	Applications	Fee
	Sub-Item/ Description	
Code Confirmation	Report	\$ 25.00
	Site Compliance Inspection	\$ 50.00
Code Compliance	Residential Building	\$ 50.00
	Commercial Building	\$ 75.00
Building Evaluation	Residential Building	\$ 200.00
	Commercial Building	\$ -
Water and Sewer Extension Policy Exemption		\$ 100.00

Code Confirmations provide written reports for owners, agents and legal representatives to confirm in writing the property's allowable principal uses, zoning districts, environmental regulations, and any pending violations, usually requested as part of due diligence in real estate transactions.

Code Compliance provides an inspection and certification of the building and property's compliance with current State Building and local development codes, usually requested as part of State licensing and similar situations where a determination of a building's compliance with existing codes is requested.

Building Evaluations provide a multi-trade review of an existing building's condition relative to applicable State Building and local codes to identify deficiencies and record major code requirements relative to a proposed use of the building.

Water and Sewer Extension Policy Exemptions enable an owner of property located outside the corporate limits to request an exemption from annexation for City water and/or sewer service in accordance with City Council adopted policy.

Module 2

Board Action

Module II pertains to fees associated with the review of development applications considered by the City Council, Board of Adjustment, Historic Preservation Commission and Planning & Zoning Commission. Fees are intended to defray the cost of public notice, report preparation and other operational costs the city incurs with processing these applications.



Comprehensive Fee Schedule

Planning & Development

Module 2 (Cont'd)

Applications		
Item	Sub-Item/ Description	Fee
Annexation (Voluntary - Includes Plat Recording Fees)		\$ 200.00
Appeal (BOA)		\$ 200.00
Certificate of Appropriateness	Major Work	\$ 80.00
	Minor Work	\$ 40.00
Development Agreement		\$ 400.00
Historic Preservation Community Review (non-hearing item)		\$ 40.00
Plan Amendment		\$ 200.00
Street Abandonment		\$ 500.00
Street Name Change	Application	\$ 200.00
	Sign Replacement Cost	1/2 sign cost(s)
Special Use	Special Use	\$ 1,000.00
	Minor Amendment	\$ 200.00
Text Amendment		\$ 200.00
Variance (BOA)		\$ 200.00
Vested Rights		\$ 400.00
Zoning Map Amendment	General Zoning District	\$ 500.00
	Conditional Zoning District	\$ 1,000.00
	Planned Development District	\$ 1,200.00

Module 3

Land Development

Module III pertains to fees associated with the review of land development applications and plans, which include subdivision, site plans, public infrastructure plans, and stormwater treatment facilities. Fees are intended to defray the cost of processing applications, reviewing plans, conducting infrastructure inspections along with the other operational costs the city incurs with processing land development applications and plans.

Applications		
Item	Sub-Item/ Description	Fee
Easement Reconveyance		\$ 100.00
Right of Way Encroachment Agreement		\$ 150.00
Watershed Variance		\$ 150.00

Plan Reviews		
Item	Sub-Item/ Description	Fee
Sketch Plan		\$ -
Site Plan (Includes watershed & landscape component plan reviews)	Residential Plan (Single-family attached & multi-family)	\$300 + \$4 per dwelling unit
	Small Non-Residential Plan (< 3,000 sq. ft. & no built upon area)	\$ 50.00
		\$300 + \$4 per acre or portion thereof
	Non-Residential Plan (Non-residential & mixed use)	thereof



Comprehensive Fee Schedule

Planning & Development

Module 3 (Cont'd)

Item	Plan Reviews	
	Sub-Item/ Description	Fee
Group Development (Includes watershed & landscape component plan reviews)	Residential Plan (Single-family attached & multi-family)	\$300 + \$4 per dwelling unit
	Non-Residential Plan (Non-residential & mixed use)	\$300 + \$4 per acre or portion
Subdivision (Includes watershed & landscape component plan reviews)		\$300 + \$20 per lot
	Preliminary Plan (With infrastructure)	
	Preliminary Plan (Without infrastructure)	\$ 100.00
	Final Plat (Includes plat recording fees)	\$ 100.00
Minor Plan Revision (Revision to an approved plan)		\$100 + \$4 each added dwelling unit
	Residential Plan	
	Non-Residential Plan	\$100 + \$4 each added 1,000sf.
	Subdivision	\$100 + \$20 each added lot
Grading Plan		\$345 + \$115 for each acre over 1 acre
Street & Utility Plan		\$ 50.00
Common Signage Plan		\$ 100.00
Design Review Plan		\$ 50.00
Exclusion Map (Includes plat recording fees)		\$ 100.00
Land Development Plan - Minimum Fee		\$ 50.00

Item	Infrastructure	
	Sub-Item/ Description	Fee
Infrastructure Inspections	Roadway Inspection	\$0.50 per linear ft.
	Sewer Line Inspection	\$0.75 per linear ft.
	Storm Sewer Line Inspection	\$0.50 per linear ft.
	Water Line Inspection	\$0.75 per linear ft.
Right-of-Way Disturbance Permit	Residential Application	\$ 50.00
	Commercial Application	\$ 150.00
	0-400 square feet of excavation	\$0.25 per sf.
	>400 square feet of excavation	\$100 + \$0.50 per sf.
Public Regional Stormwater Facility (Application of Public Regional Stormwater Facility fee to Streets: The facility fee applies to all impervious surface within a development, including public and private streets; however, where a developer constructs a 4-lane or larger public street within a development, then the fee shall apply to only 50% of the impervious surface area of that public street)	0-1 acre of impervious surface	\$0.35 per sf.
	>1-5 acres of impervious surface	\$30,000 per ISA acre
	>5-10 acres of impervious surface	\$150,000 + \$15,000 per ISA acre over 5 acres
	>10 acres of impervious surface	\$225,000 + \$9,000 per ISA acre over 10 acres
	Minimum Fee	\$ 2,000.00
	Outside Corporate Limits (Fee for property outside the corporate limits is 100% greater)	[Total Fee] x 2



Comprehensive Fee Schedule

Planning & Development

Module 4

Construction Permit

Module IV pertains to fees associated with the plan review, permitting and inspection of buildings, structures and land uses. These fees are intended to offset the city's cost for administering and operating the construction inspection program.

Residential Construction Permit		
Item	Sub-Item/ Description	Fee
Residential Construction Permit		
Application	Application	\$ 50.00
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	New Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf. + value x 0.001 for any area greater than 10,000sf.
	Building Addition (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. X 0.004 for area less than or equal to 10,000sf.+ value x 0.001 for any area greater than 10,000sf.
	Alteration (Includes inspections for permitted trades)	\$50 per trade (Trades = B,E,P,M)
	Repair (Includes inspections for permitted trades)	\$50 per trade (Trades = B,E,P,M)
	Manufactured Dwelling (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$ 200.00
	Modular Dwelling (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$ 300.00
	Accessory Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)	\$15 + \$50 per Electrical, Plumbing & Mechanical Trade
	Screen Porch Addition (Screen porch addition to existing building) (Includes inspections for permitted trades)	\$25 + \$50 per Electrical, Plumbing & Mechanical Trade
	Swimming Pool (Includes inspections for permitted trades)	\$15 + \$50 per Electrical, Plumbing & Mechanical Trade
Residential Plan Revision	Revision to an approved plan	\$ 25.00
Partial Permit	Footing and Foundation	25% of [Permit Fee]
	Exterior and Interior Build Out	75% of [Permit Fee]
	Processing Fee	\$100 per partial



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Residential Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Change of Occupancy	Change of Occupancy Only	\$ 25.00
Residential Driveway	Inspection	\$30 per driveway
NC Homeowner Recovery Fee	(Mandatory State fee applied to any type of CR permit for a SF dwelling issued to a licensed general contractor; \$1.00 is retained & \$9.00 sent to State)	\$ 10.00
Residential Provisional Power	Application	\$ 100.00
Residential Temporary Certificate of Occupancy	Application	\$ 100.00
Residential Construction Minimum Fee	For Unlisted Items	\$ 15.00

Residential Over-The-Counter Permit		
Trade	Sub-Item/ Description	Fee
Building	Re-Roofing	\$ 50.00
	Window Replacement (>\$5,000 value)	\$ 50.00
	Siding Replacement (>\$5,000 value)	\$ 50.00
Electrical	New Service	\$ 100.00
	Service Change	\$ 50.00
	Sub-Panel	\$ 50.00
	Outlets and Fixtures	\$ 70.00
	Temporary Service	\$ 50.00
Mechanical	HVAC New Construction	\$ 100.00
	HVAC Unit Addition or Replacement	\$ 70.00
	Duct Work Only	\$ 50.00
	Fuel Line Only	\$ 50.00
	Fuel Appliance (Includes fuel line inspection)	\$50 per appliance
Plumbing	Service Line -Water Line Only	\$ 50.00
	Service Line - Sewer Line Only	\$ 50.00
	Service Line -Water and Sewer Line	\$ 50.00
	Fixtures and Connections	\$ 70.00
	Water Heater - Electric	\$ 50.00
	Water Heater - Gas	\$ 50.00
Miscellaneous	Generator	\$ 70.00

Commercial Construction Permit		
Item	Sub-Item/ Description	Fee
Commercial Construction Permit Application	Application	\$ 75.00



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	New Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Addition (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Alteration - Area Based (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf.x0.004 for area less than or equal to 10,000sf.+valuex0.001 for any area greater than 10,000sf.x50%
	Alteration - Non Area Based (Used where a square foot floor area cannot be determined; includes all associated electrical, mechanical, plumbing & zoning inspections)	\$75 per trade (Trades = B, E, P, M)
	Alteration - Roof Replacement (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$30 per 5,000 sq. ft. + \$75 per Electrical, Plumbing & Mechanical Trade
	Modular (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$500 per unit
	Swimming Pool (Includes inspections for permitted trades)	\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)	\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
	Repair (Includes inspections for permitted trades)	\$75 per trade (Trades = B, E, P, M)
	Outdoor Advertising Sign (Includes all associated inspections)	\$ 400.00
Electrical	Communications Tower (Includes all associated inspections)	\$ 400.00
	Wall (Structural inspections only)	\$1.00 per linear ft.; Min. \$50.00
	Single Trade/Stand Alone Applications (Includes inspections for trade)	\$50 Plus \$50 per required inspection over 1



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)		Fee
Item	Sub-Item/ Description	
Mechanical	Single Trade/Stand Alone Applications (Includes inspections for trade)	\$50 Plus \$50 per required inspection over 1
Plumbing	Single Trade/Stand Alone Applications (Includes inspections for trade)	\$50 Plus \$50 per required inspection over 1
Interior Demolition	Single Trade/Stand Alone Applications (Interior demolition only)	\$ 25.00
Fire Protection	Automatic Fire Extinguishing System - Sprinkler with or without Standpipe	\$ 150.00
	Automatic Fire Extinguishing System - Clean Agent	\$ 100.00
	Automatic Fire Extinguishing System - Dry Chemical	\$ 100.00
	Automatic Fire Extinguishing System - UL-300 Hood System	\$ 100.00
	Automatic Fire Extinguishing System - CO2 Inert Gas	\$ 100.00
	Automatic Fire Extinguishing System - Other System	\$ 100.00
	Battery System	\$ 100.00
	Compressed Gas	\$ 100.00
	Cryogenic Fluid	\$ 100.00
	Fire Alarm and Detection System - Manual Fire Alarm System Only	\$ 100.00
	Fire Alarm and Detection System - Automatic Fire Alarm System	\$ 150.00
	Fire Alarm and Detection System - Electrical	\$ 50.00
	Flammable and Combustible Liquid - Install, Repair or Modification	\$ 100.00
	Flammable and Combustible Liquid - Tanks (Removal or Installation)	\$100 per tank
	Fire Pumps	\$ 100.00
	Hazardous Material	\$ 100.00
	Industrial Oven	\$ 100.00
	Private Fire Hydrant	\$ 100.00
	Spraying or Dipping	\$ 100.00
	Standpipe System	\$ 100.00
	Access Control - Fire	\$ 50.00
	Access Control - Electrical	\$ 50.00
	Underground Flush	\$ 50.00
	Temporary Membrane Structures and Tents (400 sq. ft. to 1,200 sq. ft.)	\$50 per tent
	Temporary Membrane Structures and Tents (Greater than 1,200 sq. ft.)	\$100 per tent



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Commercial Plan Revision	Revision to an approved plan	\$ 50.00
Partial Permit	Footing and Foundation	25% of [Permit Fee]
	Shell	50% of [Permit Fee]
	Interior Build Out	25% of [Permit Fee]
	Processing Fee	\$200 per partial
Change of Occupancy	Change of Occupancy Only (For Single Trade/Stand Alone Applications)	\$ 50.00
Commercial Driveway	Inspection	\$50 per driveway
ABC Code Compliance	Inspection	\$ 50.00
Commercial Provisional Power	Application	\$ 200.00
Commercial Temporary Certificate of Occupancy	Application	\$ 125.00
Commercial Construction Minimum Fee	For Unlisted Items	\$ 30.00

Commercial Over-The-Counter Permit		
Trade	Sub-Item/ Description	Fee
Electrical	Replacement (For replacement of same size receptacles, outlets & fixtures)	\$ 75.00
	Minor Work - Relocation and/or up to 5 new devices (For addition of new receptacles, outlets & fixtures)	\$ 75.00
	Minor Low Voltage Work - Relocation and/or up to 5 new devices (For low voltage drops & devices)	\$ 75.00
	Temporary Service - 60 amp or less	\$ 75.00
	Temporary Service - Greater than 60 amp	\$ 100.00
	Service Change - 200 amp or less	\$ 75.00
	Service Change - Greater than 200 amp	\$ 100.00
Mechanical	HVAC Unit Replacement (For replacement of same size unit)	\$75 per unit
Plumbing	Water Line Replacement	\$ 75.00
	Sewer Line Replacement	\$ 75.00
	Fixture Replacement	\$ 75.00
Fire Protection	Sprinkler System Heads (Relocation of existing heads only)	\$ 50.00
	Sprinkler System Heads (Relocation and/or up to 10 new heads)	\$ 75.00
	Fire Alarm: Detection System Devices (Relocation of existing devices only)	\$ 50.00
	Fire Alarm: Detection System (Devices - relocation and/or up to 5 new devices)	\$ 75.00
	Fire Alarm: Detection System (Devices - electrical)	\$ 50.00



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Structure Removal Permit		
Item	Sub-Item/ Description	Fee
Structure Removal Permit	Application	\$ 50.00
Residential Structure	Demolition	\$ 25.00
	Moved Structure	\$ 25.00
Commercial Structure	Demolition	\$ 100.00
	Moved Structure	\$ 100.00

Sign Permit		
Item	Sub-Item/ Description	Fee
Sign Permit	Application	\$ 25.00
Sign Plan Revision	Revision to an approved plan	\$ 25.00
Zoning Compliance		\$25 per sign
Structural Compliance		\$ 50.00
Electrical Compliance		\$ 50.00

Zoning Compliance Permit		
Item	Sub-Item/ Description	Fee
Zoning Compliance Permit	Application	\$ 25.00
Standard Permit		\$ 25.00
Temporary Use Permit		\$ 25.00
Residential Fence Permit		\$ -
Non-Residential Fence Permit		\$ 25.00
ABC Code Compliance	Inspection	\$ 50.00

Permit Assessment		
Item	Sub-Item/ Description	Fee
Residential Permit Assessments	Not Ready for Inspection	\$ 25.00
	Inspection Deficiency	\$ 25.00
	Extra Inspection Trip	\$ 25.00
Commercial Permit Assessments	Not Ready for Inspection	\$ 50.00
	Inspection Deficiency	\$ 50.00
	Extra Inspection Trip	\$ 50.00
Failure to Obtain Final Inspection		\$ 200.00
Work without a Permit		[Permit Fee] x 2
After Hours Inspection	(Note: Fee applied per hour & per trade; min. of 2 hours assessed)	\$60 per hour

Energy Efficiency Permit Rebates		
Item	Sub-Item/ Description	Rebate
Residential New Construction	USGBC Leadership in Energy and Environmental Design (LEED) Certification	50% of [Permit Fee]; Max. \$500
		50% of [Permit Fee]; Max. \$500
	NC Healthy Built Home Certification	50% of [Permit Fee]; Max. \$500



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Energy Efficiency Permit Rebates (cont'd)		
Item	Sub-Item/ Description	Rebate
Residential New Construction		50% of [Permit
	USEPA Energy Star Certification	Fee]; Max. \$500
	NAHB Model Green Building Home Guideline	50% of [Permit
	Certification	Fee]; Max. \$500
	ICC/NAHB National Green Building Standard	50% of [Permit
	Certification	Fee]; Max. \$500
Residential Construction	Geothermal Heat Pump	\$ 40.00
	Photovoltaic Energy System	\$ 40.00
	Solar Hot Water Heating	\$ 40.00
	Gray/Rain Water Collection	\$ 40.00
	Tankless Hot Water Heating	\$ 40.00
Commercial Construction	Geothermal Heat Pump	\$ 80.00
	Photovoltaic Energy System	\$ 80.00
	Solar Hot Water Heating	\$ 80.00
	Gray/Rain Water Collection	\$ 80.00
	Tankless Hot Water Heating	\$ 80.00

Module 5

Code Violations

Module V pertains to the costs associated with the abatement of public nuisance violations. Fees are intended to offset a portion of the City's cost for administering and processing the abatement of a violation.

Administrative Abatement Cost		
Item	Sub-Item/ Description	Fee
		10% of
Administrative Abatement Cost	Public Nuisance Code - Abatements	abatement cost



Comprehensive Fee Schedule

Planning & Development

Inspection Fees

Fees - Roadways and Utilities

Construction Inspection Rates

Water Lines Per Linear Foot	\$ 0.75
Sewer Lines Per Linear Foot	\$ 0.75
Roadways Per Linear Foot	\$ 0.50
Storm Drainage Per Linear Foot	\$ 0.50
Minimum Fee - Flat Fee	\$ 100.00

Fees - Grading Permits & Erosion Control Inspection

First acre of disturbed land	\$ 345.00
Each additional acre of disturbed land or part thereof (round up)	\$ 115.00

Driveway Inspections

Driveway Permit fees by:

Residential - Per Permit	\$ 30.00
Commercial - Per Permit	\$ 50.00
Industrial - Per Permit	\$ 50.00

Erosion Control Surety

The Surety is Based on Per Disturbed Acre	\$ 2,000.00
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A surety is required on most land disturbing projects greater than an acre in size. The surety is refundable once the site is stabilized with a sufficient amount of continuous growth of ground cover to prevent erosion. The surety must be either a bond issued in the state of North Carolina or a check which will be held within the city's account.



Comprehensive Fee Schedule

Public Services

Customer Service - Deposits

All new and existing accounts are subject to being charged an initial deposit when establishing a new location for service. Customers who live outside the City limits will pay double the inside deposit for water and sewer service.

Electric Service

Residential	\$ 125.00
Non-Residential	\$ 400.00
Restaurant/Lounge	\$ 1,000.00

Water Service (deposit is per meter, based on the size of the line)

3/4" x 5/8"	\$ 50.00
1"	\$ 100.00
1 1/2"	\$ 200.00
2"	\$ 400.00
3"	\$ 1,000.00
4"	\$ 2,500.00
6"	\$ 4,500.00
8"	\$ 6,600.00

Sewer Service

Flat Rate	\$ 50.00
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Customer Service - Utility Service

All utility accounts are subject to being charged any fee as warranted

Return Check Charge	\$ 25.00
Service Fee (Monday - Friday)	\$25 or actual
Service Fee (After 7pm & Weekends/Holidays Observed by the City)	\$ 60.00
Water (Initial Service Connection)	\$ 25.00
Extra Field Trip Fee	\$ 25.00
New Electric Meter Charge	\$75 or actual
Water Meter Test Charge (If You Request More Than One in 12 Months)	\$ 50.00
Pulled Meter Charge (For Electric and/or Water)	\$50 or actual
Damaged Electric Security Seal Charge	\$ 10.00
Meter Tampering/Investigation Charge	\$ 100.00
Temporary Cut-On/Cut-Off at Permanent Dwellings (8 Days or Less)	\$ 50.00
New Water Meter Charge	Actual Cost of Meter
Electric Services Disconnected at Pole	\$ 75.00
Extraordinary Measures to Disconnect and/or Reconnect Services	Actual Cost to City
Late Payment Charge	As Defined on Bill



Comprehensive Fee Schedule

Public Services

Household Garbage

Household garbage is picked up once a week.

Garbage Roll-Out Container (new residents)	\$ 57.00
Unscheduled Garbage/Recycling Dumpster Collection	\$ 30.00

Solid Waste Availability Fee

- There is an \$14 fee that is billed on the utility bill monthly to maintain the level of solid waste collection services that our customers have become accustomed to.
- The Solid Waste Availability Fee is applicable to all customers who receive the city solid waste collection services - **Single and Multi-Family**.

Bulk Item Collection Fine	\$ 150.00
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Yard Waste

Yard Waste Roll-Out Container	\$ 57.00
Compost and Engineered Soil (per ton)	\$ 22.00
Wood and Leaf Mulch (per ton)	\$ 17.00

Minimum purchase is \$5.00; We cannot deliver

Dead Animal Pick-Up

Veterinary Animal Collection	\$ 50.00	Per trip up to 10 animals per collection
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Red Box Rental

For major clean-up projects, you may rent a red box. This fee is non-refundable.

Red Box is 4x8x14 for a total of 448 cubic feet.	\$ 100.00	(3 Day Rental)
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To reserve a red box, call Customer Service at 883-3111



Comprehensive Fee Schedule

Public Services

Kersey Valley Landfill

Tipping Fees

The cost is \$36/ton plus \$2 State mandated landfill tax with a MINIMUM charge of \$7.50 for Pickup Trucks, SUV's or larger and a \$2.00 MINIMUM for cars.

Closure/Post Closure Fees

There is a \$5 Closure/Post Closure Fee that is billed on the monthly utility bill to fund closing and maintaining closed Landfill cells.

Ingleside Compost Facility

The Ingleside Compost Facility is a convenience we offer to High Point residents for disposing of yard debris.

Materials For Sale

Engineered Soil Per Ton	\$ 22.00
Wood Mulch Per Ton	\$ 17.00
Compost Per Ton	\$ 22.00
Leaf Mulch Per Ton	\$ 17.00
	\$ 36 per ton
Yard Waste	with a \$ 7.50 minimum

Cemeteries

Excavation and Closing of Adult Grave	\$ 600.00
Excavation and Closing of Infant Grave	\$ 300.00
Cremation	\$ 200.00
Exhuming	Double Opening Fee

Stormwater

The billing rate for 1 ERU (Equivalent Residential Unit)	\$ 4.00
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Residential and Multifamily Properties Will Be Billed Monthly for 1 ERU.

Commercial and Industrial Properties Are Charged Based on the Total Amount of Impervious Area on a Property Divided by 2,588 ft² per ERU Multiplied by \$4.00 per ERU per Month. The Minimum Fee is \$1 ERU per Month.



Comprehensive Fee Schedule

Public Services

Residential Water Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 2.71	\$ 5.42

Irrigation Water Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 4.05	\$ 8.09

Commercial and Industrial Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
First 35 Units	\$ 2.71	\$ 5.42
Next 765 Units	\$ 2.45	\$ 4.91
Next 2200 Units	\$ 2.18	\$ 4.37
Over 3000 Units	\$ 1.88	\$ 3.77
Intergovernmental	\$ 1.88	\$ 3.77

Fixed Charges	Inside Rate	Outside Rate
WT1 5/8" & 3/4"	\$ 8.18	\$ 16.35
WT2 1"	\$ 20.44	\$ 40.88
WT3 1 1/2"	\$ 40.85	\$ 81.70
WT4 2"	\$ 65.34	\$ 130.68
WT5 3"	\$ 130.73	\$ 261.46
WT6 4"	\$ 204.26	\$ 408.51
WT7 6"	\$ 408.50	\$ 817.01
WT8 8"	\$ 652.97	\$ 1,305.94
WT10 10"	\$ 1,184.30	
WT12 12"	\$ 1,755.97	

Residential Sewer Rates (Based on water usage)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 4.71	\$ 9.42

Fixed Charges	Inside Rate	Outside Rate
WT1 5/8" & 3/4"	\$ 12.66	\$ 25.32
WT2 1"	\$ 31.72	\$ 63.45
WT3 1 1/2"	\$ 63.47	\$ 126.93
WT4 2"	\$ 101.50	\$ 203.00
WT5 3"	\$ 203.03	\$ 406.06
WT6 4"	\$ 317.23	\$ 634.46
WT7 6"	\$ 634.44	\$ 1,268.89
WT8 8"	\$ 1,015.14	\$ 2,030.28



Comprehensive Fee Schedule

Public Services

Residential Sewer Rates (Cont'd)

Industrial Surcharge	BOD	SS
Inside Rate	\$ 57.06	\$ 50.71
Outside Rate	\$ 114.12	\$ 101.42

Residential Flat Rate

Inside Rate	\$ 45.73
Outside Rate	\$ 91.45

Septage Tickets

1 Ticket per 1000 Gallons of Tank Capacity or Fraction Thereof	\$ 40.48
1 Ticket per 3000 Gallons of Tank Capacity or Fraction Thereof	\$ 121.44

Tap/Meter Fee Structure - Residential (effective January 1, 1997)

Water Service and Meter	Price
3/4" x 5/8" Water Meter Connected to Yoke	\$ 205.00
3/4" Water Tap (service line, meter setter and box)	\$ 1,610.00
3/4" x 5/8" Meter Set in Parallel with an Existing Meter (meter, setter and box)	\$ 565.00
1" Meter Connected to Yoke	\$ 260.00
1" Water Tap (service line, meter setter, and box) ** For Residential Home Only	\$ 1,610.00
1 1/2" Meter and Box	\$ 455.00
2" Meter and Box	\$ 590.00
3" Meter with By-Pass	\$ 3,100.00
4" Meter with By-Pass	\$ 3,900.00

Hydrant Meter

Application Fee	\$ 50.00
3" Hydrant Meter Deposit - Refundable	\$ 1,220.00
5/8" Hydrant Meter Deposit - Refundable	\$ 500.00
Additional Trip to Set Meter	\$ 25.00

Sewer service line with clean-out

4" Sewer Tap	\$ 2,080.00
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Sewer clean-out/preparation (locating and excavation must be paid by plumber)

4" Sewer Clean-Out	Actual Cost
6" Sewer Clean-Out	Actual Cost

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1208 Pearson Street

From: Michael McNair, Director
Community Development & Housing

Meeting Date: November 7, 2016

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

- A. Staff report
- B. Ordinance to Demolish
- C. Photos
- D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1208 Pearson Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on June 7, 2013. No action occurred by the compliance date of September 17, 2013. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling.

PENDING ACTION:

The ordinance becomes effective 30 days from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1208 Pearson Place

OWNER:

Katherine Phelps (deceased)
Betty Jean Phelps, Heir

**FIRST
INSPECTION:**
5-15-2013

Summary of Major Violations
1. Hole in roof covering/repair or replace roof covering
2. Loose sheetrock on ceiling
3. Rotten roof rafters
4. Rotten flooring/floor joists
5. Termite damaged joists/floor system

**HEARING
RESULTS:**
6-14-2013

No one appeared for the Hearing to discuss the violations. During the hearing the following Findings of Facts were established. There is numerous violations of the Minimum Housing Code. There are multiple structural violations in the house that make it unsafe. Ms. Phelps did contact the inspector at the time and advised she would not attend the hearing and she intended to sell the property.

**ORDER(S)
ISSUED:**
6-17-2013

Order to Repair or Demolish
Date of Compliance 9-17-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

There have not been any permits issued or repairs completed.

EXTENSIONS:

None Requested

1208 Pearson St – Exterior 10-28-16



AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

1208 Pearson Street

OWNER (S)

Katherine Phelps
Betty Jean Phelps, Heir
91 Carteret Pl.
Decatur, GA 30032-5648

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 7th day of November, 2016

Lisa B. Vierling, City Clerk



**MANAGER'S BRIEFING SESSION
HIGH POINT MUNICIPAL BUILDING
OCTOBER 3, 2016 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

Present:

Mayor William S. Bencini, Jr.; Mayor Pro Tem Golden (Ward 1); and Council Members Latimer Alexander (At-Large); Cynthia Davis (At-Large); James Davis (Ward 5); Jason Ewing (Ward 6); Alyce Hill (Ward 3); and Jay Wagner (Ward 4); and Chris Williams (Ward 2)

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; JoAnne Carlyle, City Attorney; Eric Olmedo, Budget and Administrative Manager; Jeron Hollis, Director of Communications & Public Engagement; Jeff Moore, Director of Financial Services; Loren Hill, President- High Point Economic Development Corporation; Marshall Yandle, Research Manager- High Point Economic Development Corporation; Kenneth Shultz, Police Chief; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

Ken Smith, Chairman-High Point Economic Development Corporation
Brent Christensen, President, Greensboro Chamber of Commerce

News Media:

Pat Kimbrough, High Point Enterprise

Handouts: *Guilford Council Economic Development Alliance
A Marketing Blueprint for Guilford County (PowerPoint)
High Point Police Department*

Note: *These handouts will be attached as a permanent part of these proceedings.*

1) Update on Guilford County Economic Development Alliance

Loren Hill, President- High Point Economic Development Corporation, provided a brief update on the Guilford County Economic Development Alliance Leadership Group which serves as the board of directors. The group is comprised of 13 people; five from High Point (Mayor Bencini, Mayor Pro Tem Golden, City Manager Greg Demko, Loren Hill, and Ken Smith). He advised that both Greensboro and High Point have equal representation on the board.

Mr. Hill pointed out this group has done what it said it would do: they work all projects together; share all information with one another; have joint staff meetings at least every two weeks, while also texting, calling and emailing to keep the communication open. He reassured Council that the process has gone smoothly from High Point's perspective.

Ken Smith, Chairman- High Point Economic Development Corporation, reiterated the alliance has really worked well. He pointed out the key to the success has been Loren Hill and Brent Christensen, as well as the other mayor's, managers, etc... He reported they have had two of the Advisory Council meetings with the first one being a great success with everyone present, but not so much so for the second meeting. There were only three present from High Point at the second meeting and no one from Greensboro. Reports were shared by each jurisdiction at these meetings as to what they were working on, etc....

Mr. Smith shared that he has been very pleased and mentioned that Andy Levine had commented about how this alliance was one of the few that he has ever seen that was working and doing well. He described it as being "genuine and not lip service."

Brent Christensen, President, Greensboro Chamber of Commerce, stated he plays a role on the alliance as the chief paid staff for this year and noted next year, Loren Hill will assume this position. Mr. Christensen then shared a PowerPoint presentation and noted one of the things they were initially charged with was to come up with a strategic plan (action plan). They hired DCI and Garner Economics, LLC (two of the best in the business) to:

- Identify targets
- Identify industries they need to be fishing for

He explained they had stakeholder meetings along with four focus groups that ranged from public officials to large and small businesses to economical allies to local universities and colleges. He reviewed the following strengths and challenges that came out of that discussion:

Strengths	Challenges
Strong manufacturing heritage	Lack of cohesive message
Burgeoning aviation sector	Lack of identity outside of North Carolina
Committed, community-minded corporations	Uneven K-12 system
Broad range of intuitions of higher education	Skills gap in some areas
Family-friendly community	Lack of urban amenities desired by young professionals

He mentioned how they wanted to keep it simple by calling it Greensboro-High Point instead of the Piedmont Triad because many people do not know what Piedmont Triad is. He brought up how the manufacturing is in our DNA and how the aviation sector is ready for takeoff. They are "thinking big" by having mega sites not only at the Greensboro site, but also at the Greensboro/Randolph mega site. He pointed out how they were also very interested in High Point's furniture industry (and how furniture could overlap into other categories) and Greensboro's emerging downtown.

He shared they came up with five core industry targets and one additional "special target" aimed at the community enhancement. He then reviewed the following core target industry groups:

- 1) Aviation
 - 2) Specialized Business Services
 - 3) Life Sciences
 - 4) Innovative Manufacturing
 - 5) Supply Chain & Logistics (Arts and design)
- Furniture (would be a special category)

He briefly reviewed the two target audiences (the outside world):

- Key audiences
 - Corporate executives with site selection responsibilities (especially with mega-site needs)
 - Site consultants/influencers
- Marketing objectives
 - Establish the region as a top-of-mind business location
 - Build the GCEDA Pipeline

Then reviewed the target audience (the home team):

- Key audiences
 - Guilford County business community
 - Public sector leadership
- Marketing objectives
 - Providing a cohesive message that could be shared with one voice
 - Harness the power of the home team to communicate externally

He mentioned the following four common economic development marketing mistakes:

- 1) Shouting rather than engaging
- 2) Viewing a new logo/tagline as silver bullet
- 3) Failure to connect with existing investors
- 4) Designing website as information only resource

He then explained some things they could do in terms of marketing:

- 1) Building strong relationships
- 2) Launching a digital ambassadors program
- 3) A different approach to trade shows
- 4) Operation “deep sea fishing”
- 5) Telling North Carolina’s story

Council Member Alexander suggested Mr. Christensen and the group engage and follow up with High Point’s lobbyists, The Ferguson Group, in Washington.

Mr. Christensen continued and explained how they were telling their story via social media and recruiting individuals with Guilford County connections and strong social media followings and to encourage ambassadors to “share now” via Social Toaster.

He discussed how operation deep sea fishing for projects works for some of the mega sites by using “predictive models” to identify “best bet” prospects with mega-site potential with a concentration on domestic and international targets. He shared how they would target commercial real estate brokers across the state; engage in an in-State media relations campaign.

Finally, he briefly spoke on measurement:

- 1) Inquiries
- 2) Discussions with “Best Bet Companies”
- 3) Qualified Leads
- 4) Site Visits
- 5) Jobs & Investments

Mr. Christensen advised the next step is to start putting the dollars that are put into the GCEBA behind this plan and they would then go back to the leadership group for their approval. He noted the next step would be taking those limited resources and coming up with a team on how they can best dole them out to support these strategies.

Lastly, Mr. Hill proudly reported that last week the International Economic Development Council had their annual meeting in Cleveland, and Mr. Smith and Mr. Hill were both there to pick up the "Excellence in Economic Development Award" in the Regionalism and Cross-Border Collaboration category.

Mr. Hill also requested Council hold the date of Wednesday, November 2nd for the High Point facility. He advised that part of that meeting they would be celebrating the Guilford County Economic Development Alliance's one-year anniversary.

2) Updates- Police Department

Heroin Overdoses

Police Chief Kenneth Shultz provided an update on the heroin epidemic and noted heroin continues to be a huge problem nationwide. Last week the Police Department hosted an event with the U.S. Attorney's Office. High Point was just under 150 heroin overdoses for the year (excessive), while Greensboro was 225. He shared a chart containing statistics for the information they have been collecting 2014 to date (i.e. day of the week; month; race/gender; place responded; HPPD beat; age; where they live; deaths; narcan use by the High Point Police). Chief Shultz reported that 2015 appeared to be stable while 2016 showed the heroin overdoses off the charts. On a positive note, heroin deaths were reported to be down in 2016 (2014 (14 deaths); 2015 (6 deaths) and 2016 to date (6 deaths). Approximately one-third of the overdoses were reported to be High Point residents with two-thirds coming in High Point from outside the city.

Chief Shultz mentioned that heroin is profitable with a cheap dosage unit of heroin costing between \$20-\$30 and the dealers are trying to spice it up to make it an even more lucrative business so the users would want the better heroin.

He mentioned they ended up having to budget \$8,000 to purchase some new Narcan due to the expiration date of what was on hand. He reported that they have entered into an agreement with the Guilford County Emergency Management Service to keep the Narcan stock rotated six months before it expires.

He shared that they have done a lot of partnerships with the service providers and working closely with them. He had gone to the Legislature in Raleigh for some bio-hazard collection opportunities where people can turn in their needles for a needle exchange program because many diseases are being spread by infected needles.

He reported on the enforcement action they have taken and mentioned an undercover case where they used task force officers, which resulted in 22 suspects being charged with five pending arrests; two of these were guaranteed Federal prosecution.

2016 COPS Hiring Program Grant

Chief Shultz shared a recent congratulatory letter dated October 3rd from the Justice Department, which announced that High Point had been approved for eight new hire police officers. He advised that the Police Department is currently down nine officers with one retiring in November. Thirteen officers are slated to be hired for the January Basic Law Enforcement class and it takes about nine months from start to finish for them to go through training.

Regarding the stats, he reported that bottom line, the stats indicate that Part 1 crimes are up 6.1%; violent crimes are up 4%; murders up 133%; aggravated assault up 8%.

JAG Grant

He reported that High Point's portion of the JAG grant (\$41,500) would go towards the purchase of dash cameras for the police vehicles. He explained over the past years, High Point has spent about \$700,000 on equipment, servers, cameras, etc... They now have 127 cameras on first responder cars. He pointed out the \$41,500 would purchase 8.2 cameras. Chief Shultz advised that these cameras would automatically record as long as the blue lights are activated and would also record the speeds. He confirmed that the Police Departments use the cameras for evidence and for evaluating the officers' performance.

Chief Shultz expressed concerns about using body cameras because of the following problems:

- 1) Funding
- 2) Privacy
- 3) Need to be Discreet
- 4) Data storage is very expensive

Council Member Williams commented on the data storage and noted some have actually outsourced the data. He asked if this is something that High Point could look into. Chief Shultz felt this could present a great opportunity (using the cloud to store the data) and he would certainly keep watching it going forward.

Domestic Violence

He gave a brief update on High Point's Domestic Violence Initiative. High Point was one of seven finalists nominated for the Herman Goldstein Award this year. Chief Shultz will be traveling to Tempe, Arizona on October 24th to make a presentation and hopefully will receive the award. He advised that he and retired Police Chief Sumner would also be traveling to San Diego, California for the International Association of Chiefs of Police (IACP) Conference to make a presentation on October 17th. Chief Shultz invited Council to a special program on November 3rd at the High Point Theatre. Sun Guard, a company who put together a documentary about High Point's Domestic Violence Program and they will be sharing the trailer for the video.

Other Recent Grant Awards

- 2016/2017 Governor's Crime Commission- Victim's Advocate Grant (\$45,575/\$15,191)

- 2016 OVW (3-Year Grant) \$414,333 (re: travel/training, equipment, legal aid attorney, paralegal, victim's advocate)

The Chief advised that he did meet with County Commissioner Carlvena Foster recently and talked with the Director of the Guilford County Family Justice Center as well to let them know that High Point could use some assistance to move the High Point center as well. The current Victim Justice Center is located at Southside Recreation Center, but it is tight with spacing. He felt a location near the courthouse would be much more effective.

Chief's Forum held in July- Chief's Advisory Board

Chief Shultz reported on the forum held in the Council Chamber in July and noted it was well attended with quite a bit of interaction. One of the concerns that he brought up during the forum was a recommendation by some to have an African-American Advisory Board. He shared that he went back and talked to his group and the African-Americans were specifically offended and felt this would be a backwards step for High Point. They encouraged him to expand the current program, so he reached out to several African-American ministers from the Ministers' Alliance group and asked them to come on board. He noted he has Zaki on board, Latino representation, as well as a high school Chiefs' Advisory group.

He mentioned briefly the recent robberies that took place from mid-August to early September and specifically spoke about one robber that robbed about five convenience stores. He reported that he had approximately 60-75 people involved and the culprit was caught in about a week.

HPCAV

Chief Shultz reported that the City of High Point has committed and supported HPCAV's efforts to work against violence. He advised that the city manager authorized him to hire seven of the offenders for temporary positions in Public Services. They average about 30-32 hours a day. He noted the program has been successful although they did have to terminate one due to some unexcused absences and tardiness. They plan to shift these guys to the MRF to support the Furniture Market efforts (cardboard pick-up, etc....).

He spoke briefly on the fundraiser efforts underway for HPCAV that is being planned by Paul Lessard and Jim Morgan. The event had to be rescheduled due to Presidential Candidate Donald Trump's visit to High Point. He advised the event has been rescheduled for November 15th at the Country Club.

The Chief reported on the media training academy that is being planned and that he would be meeting and working closely with school resource officers and Dr. Contreras, the Guilford County Schools Superintendent in November.

Council Member Alexander commented on how well trained High Point officers are and how well established their protocols are for an officer's conduct. He encouraged the Chief to speak with his Chief's Advisory Board and possibly HPCAV about training levels and points of force as the officers move because of the misperception in the public of officer

discretion. He reiterated the importance in understanding officer training and the rules as they move through the elevation of threat. Chief Shultz noted this was part of the reason behind the getting the word out through the media and showing them what is going on. He communicated that the challenge right now is that facts really do not matter; it is just an outrage and an opportunity for a movement (catching negative connotations). He noted he would keep trying to spread the word and encouraged Council to also do the same thing to support the Police force and help them through this challenge.

Council Member Williams asked Chief Shultz if the officers were still speaking at and visiting the neighborhood associations. Chief Shultz confirmed that they are still in the communities and they continue to share his philosophies on various subjects such as body cameras, etc.....

Mr. Demko pointed that the High Point model is a model that many were trying to duplicate with HPCAV a cornerstone and strengthening that would be a key piece that the Chief and Mr. Demko were trying to make happen this year.

3) **Discussion on applicable fees for Public Records requests**

City Attorney JoAnne Carlyle: As you guys will recall, I think it was at your last Council meeting, there was some direction through a vote that we take a look at whether or not we're going to start charging for public records requests. I've got two different things to pass out to you, a memo and a chart. We'll start really quick with the memo.

High Point, like most of the cities in the State of North Carolina haven't historically charged for public records requests. We have seen a little bit of a turn-around on that. What we've really been experiencing recently is we've had some really voluminous requests coming through. Not too long ago, I guess within the past four-six weeks, we had someone that wanted copies of all these bids and everything that had come in. And we're talking about bound materials that if you stack them on top of each other are about like that. We didn't have anything in place where we could do something about it.

We're also seeing an increase where the companies that are out there trying to get business are requesting information from the cities because they can get free information from us. Basically we're doing their jobs for them in their research so that they can make themselves more marketable to cities and to compete with one another. So, we're just seeing an increase in some of the requests that are coming in now and wanted to make you aware of what is available to us.

As far as a public records request, a person that comes in with a request can ask that to be submitted in any format. They can actually ask if we can get it to them on CD, DVD, email, hard copy or whatever it is that the city is capable of doing. That's what the guideline is—is whether or not we have the capability of doing it and giving it in the form that they request. We can, however, assess different fees for whatever medium that we're talking about as well, but that's extremely limited by the statutes. You'll see about three-fourths of the way down, I start setting out some of the statutory procedures and requirements. We can charge

a fee, but we cannot charge a fee that exceeds the actual cost to the public for making the copy. So in other words, the actual cost and you'll see that's also defined below, is the "direct chargeable cost related to the reproduction of the record as determined by general accepted accounting principles." Basically what that means is we're talking about paper, the ink. We actually lease our copier so I reached out to Finance and they provided some information to try to determine exactly how much our scans cost and how much our copies cost and all of that. And it really boils down to what the actual costs are. It does not include costs that would have been incurred by public agency if the request to produce a public record had not been made. So in other words, if our poor Madam Clerk or her Assistant Clerk are in there by the copier for three hours, they would have been working three hours anyway. So you can't charge for the employee's expenses. I know, it doesn't seem quite fair does it? Because that's taking them away from other tasks they can be completing, but that's just the way the law is.

There is a special service charge also that is in addition to the actual cost that we can actually charge. This has to also be reasonable and fair is what the definition is on this. That means that if a request requires sensitive use of information technology resources or extensive clerical or supervisory assistance of city personnel, or if the medium requested results in a greater use of information technology for reproduction of the volume. For example, the stack of stuff that I told you about a while ago, we had to buy the ink and we had to undo the binding—all of that is way in above and we could have probably charged for that. We probably could have asked to have a special surcharge for that in addition to the actual cost of the paper, ink and all of that. Again, we probably wouldn't have been able to charge for the employee's time on that because we're not doing anything after 5:00 on Saturday's and Sundays to answer the requests and the law actually says you don't have to do that.

Council Member Alexander: Say you've got your stack of paper like this, could you send it to someone and say I want a copy of all that and they bill you and then you charge whatever that fee is?

City Attorney Carlyle: Lisa and I have had that discussion and we think we can. And again, with the binding, because we had to undo those little machines that you have for the binding and re-bind it and everything. We thought we could have sent that out someplace to have that done and charge them. I mean you have to make the person aware of that cost upfront and tell them you're getting ready to incur this cost and are you still interested. The alternative to that is that you always have the option of allowing the individual to come in to the city office and take a look at what you've got rather than actually getting a copy of it.

Council Member Ewing: If we can't charge a fee for basically payroll and it's something that's already going to be there, can we make a public records request after 5:00?

City Attorney Carlyle: No. What the statute addresses is it says...kind of the reverse of that. It says that no city is responsible or must do anything after normal business hours to meet that deadline of what is a reasonable amount of time to fulfill a request.

Council Member Alexander: So do you have a recommendation? I mean this looks like an ink cost.

City Attorney Carlyle: It is an ink cost and the true cost on top of that, but I don't know how much the true cost is.

Council Member C. Davis: JoAnne, I have a question about sending information out to have it printed. The only question....well I guess there's two questions.

I don't know whether the machines take a photograph image of it when it's scanned and if that information is stored in the printer itself or something like that. And, two, the information that would need to be redacted...you couldn't redact until after it's copied.

City Attorney Carlyle: Yeah, when you talk about stuff that's redacted, that takes a small army.

Council Member C. Davis: Well I meant sending the information out before it's redacted.

City Attorney Carlyle: Oh yeah, we would have to redact. We couldn't send anything out that couldn't be released. Definitely not.

Council Member C. Davis: So if a copy machine.....

City Clerk Lisa Vierling: If it's releasable anyway as a public record, it's not going to matter. But if it requires any redaction, we're not going to send it to anybody. We'll do that in-house.

Council Member Alexander: But I think you were talking about contract documents/proposals and all of that would be 100% public record.

City Attorney Carlyle: Well when we got the request on the Heggins issue...I mean that was quite an ordeal. That was days, maybe weeks after everybody got a chance to check everything that we had to redact several times over to go back through. We couldn't have sent that out for copying either until we did the redaction. I just went ahead and listed that people can appeal if they don't like the amount you charge if you decide to set a charge. And obviously last, but not least, we don't have to create any records that don't exist. For example, if somebody wants a list of certain positions in the fire department that qualified for x, y, z and we don't have that list, so we don't have to create that list. And we're constantly telling staff, Lisa and I are, don't create another record because then it's a new public record and then the retention laws apply to that, etc...

Okay, getting to the skinny....our finance department has reviewed the lease agreements and everything with our copier company and provided us an estimation on the cost associated with the duplication of records and based upon Jeff's department's estimation, information and I think our clerk's reached out on the Clerks' Listserve to get some information back

from other cities. We did as well. We didn't get a whole lot of feedback, but we got a few cities and that's what's on this chart right here that you have.

Based on a combination of what Jeff brought us, the clerk brought us and the application of the laws, we think that it would be reasonable for High Point to charge as you see right here which is:

.05 - .07 cents per copy for black and white copies (per page)

.10 per page for color copies

Somewhere between \$2-\$5 for each CD and

Somewhere between \$3-\$5 for each DVD

When you look at, even though we only got five cities to respond....they are all over the place. I mean they are...I'm talking, one is like \$30 for some stuff. I think that as quite a bit excessive. Or it was in our opinion. So it was Topsail or New Bern. But anyway, it was incredible the amount of differences when we've got people that aren't charging anything like we are to people that are really charging a heck of a lot more. Any questions? I'm trying to be as quick as I possibly can.

Council Member Wagner: There are a lot of towns, and it's not just towns, it's like register of deeds and all kinds of government offices that this statute applies to. And some of them take the position that we're going to charge something and then just dare people to complain about it. I mean I remember when I first started practicing and Alyce you may remember this too, but they used to charge what was it? Fifty cents a page or something at the Register of Deeds. Yeah, and now they're down to a nickel because enough lawyers got together and complained about what it was costing. So, anyway, technically all you can charge for really is the paper and the ink.

City Attorney Carlyle: Yeah, and you'll see all of the cities that we have listed here are much higher than what our recommendation is. When we started looking at...I think our scanning, we were talking that Okay we can charge for scanning we were seeing on some of the other cities. That was like what, a penny or two, Jeff? You know when you look at the amount of the lease of the equipment that we have and you take into account the actual materials. So that's why I didn't even put anything down for scanning.

Council Member J. Davis: Well, what's your plan? If we say okay, do you want to put it in a committee or what?

City Attorney Carlyle: Well, if you guys....and that's something that I was going to ask you guys. What do you want to do with this? Do you want us to go back and put something in.....

Council Member Alexander: Well, can we just do it here? Mr. Manager, I'll make a....

City Attorney Carlyle: You can't make a motion here. You're going to have to take it across the hall because remember this was directed by you guys to go back to the whole

Council. So this is just up for discussion in a manager's briefing. If you want to do that, then you'll have to take it across the hall for some sort of motion.

Council Member C. Davis: I don't know about anybody else Latimer, but I'd like some time to look over the information and maybe do some additional research to find other cities because they only provided us with five.

Council Member J. Davis: How about we just put it on the next Finance Committee meeting agenda?

Council Member Alexander: Well, on the next agenda do you want to put a range on there or do you want to pick a number and put it on there?

City Attorney Carlyle: I recommend a number.

Council Member Alexander: Alright, let's pick the .07/.10/\$5 and \$5 and see if that'll pass.

Council Member Ewing: And can we put....like some of these on here have a minimum amount. Can we say a minimum of \$5.

City Attorney Carlyle: Yeah like one through ten and then an additional?

Council Member Alexander: I still think you need to....the law states that it's got to be based on actual costs and this is actual cost and it can be easily justified. So I think you go with the .07/.10/\$5 and \$5 and put it on the agenda.

Council Member J. Davis: Are we going to give Lisa a cash box so she can accept payment for that? Or how does that work?

City Attorney Carlyle: This is the actual charge. If it gets voluminous, though, that's where you're going to talk about that surcharge and maybe that's what we do is we bring it back to Council and say look we are looking at something that needs a special surcharge.

Council Member Ewing: It costs money to have an email server, to have security systems. There is a cost of operation.

Mayor Bencini: The law doesn't consider that apparently.

Council Member Alexander: So our action today is to send that to Finance?

Council Member J. Davis: Well she just said it has to be the committee of the whole.

City Attorney Carlyle: Your direction at the last council meeting was that this not go to a committee, but go to a committee of the whole. We don't have a committee of the whole anymore, but what we interpret that is it has to go to the whole Council.

Council Member J. Davis: Can we give direction to send it to Finance and let Finance make a recommendation?

Council Member Alexander: No, we'll just send it to the first meeting in November because that's our next meeting.

Council Member C. Davis: Well, Jim if you want to make that motion, I'll second it.

City Attorney Carlyle: You can't make a motion in a manager's briefing, which is why we're having this discussion.

Council Member Alexander: So we'll just ask the manager....or he hears from us that we would like it on the first meeting in November.

Council Member C. Davis: Well I think you've got members, Latimer, other than yourself that would like to see it on the Finance Committee agenda instead of the other and then come back.

Council Member Alexander: You can't go there.

City Attorney Carlyle: The only way it can go to any committee is for you guys to do that in that room over there tonight.

Council Member C. Davis: Which we could do.

JoAnne Carlyle: But it's got to be the whole.

Council Member J. Davis: Well there's still some details to be worked out.

City Attorney Carlyle: Well Latimer was saying he'd like to see the .07/.10/\$5 and \$5. If y'all want to go over to chambers and make that tonight I mean we can go back and prepare that, or you can just adopt it and it will be prepared. That is the schedule for public records fees that will be followed.

Council Member C. Davis: But that doesn't allow anybody time to go back and look and see what other cities are doing besides the five that you provided.

Council Member Alexander: No, you've got the month of October.

Council Member Wagner: It's what's legal.

Council Member Ewing: It's the true cost, which is what we have.

City Attorney Carlyle: And we really did look at it. I mean thanks to Jeff, I mean he went and looked at our leases and came up with that cost. I mean these people that have .25 cents maybe they don't have leases. I have no idea, but these are pretty doggone exact.

Council Member Wagner: If they are smaller towns, they may not get as good of a rate as we get.

Council Member Alexander: Well, we can't adopt this tonight, right?

Mayor Pro Tem Golden: You can over there.

Mayor Bencini: You can suspend the rules and make a motion.

City Attorney Carlyle: Now, before we go I just need a last clarification too and that has to do with any elected officials that make requests. And that would be you guys at this table. If you make requests as a council member, unless you tell us otherwise, there is not going to be a charge. Cynthia, I'm not trying to....but sometimes you put the other hat on.

Council Member Alexander: No, no. We're just like everybody else. I mean you told us we....

Council Member C. Davis: You're just doing that to avoid my request. That's the whole point.

Council Member Alexander: No, you told us that you could come in and you can read all the documents you want for free.

City Attorney Carlyle: You can.

Council Member C. Davis: Well for somebody like me that doesn't work because of the way I learn and the way I absorb and in order to do my job, that's basically hamstringing so that I can't do what I need to do in order to serve to the best of my capabilities.

Council Member J. Davis: I'm thinking about the new council too. I mean I very seldom ever make a records request, but you know, say the council changes next year...

Council Member Alexander: Well, then they can change the policy.

Mayor Bencini: They can change the policy.

City Attorney Carlyle: Well it's going to be somewhat difficult and perhaps a case-by-case basis to determine when a request from a council member comes in. I mean generally Lisa and I both send that out to all of you when one council member has made a request.

Council Member J. Davis: Will I be charged for what you got together for me today?

City Attorney Carlyle: No.

Council Member J. Davis: I mean that's a public records request.

City Attorney Carlyle: You see, that's a perfect example. I don't believe that's a public records request.

Council Member J. Davis: You see that right there. What would that have cost me today?

City Attorney Carlyle: If you are doing something....

Council Member Alexander: That's not a public records request, you asked for information.

Council Member J. Davis: You're doing something in the line of your official duties and that's where I was saying if it would be a case-by-case. If it's going to be the whole and not for you. Well in Cynthia's case and I don't recall the things that she's asked for, but like she said, I'm trying to do my job. How do you determine that?

City Attorney Carlyle: That's what I'm saying.

Council Member Alexander: Ask Latimer and he'd say no.

Mayor Pro Tem Golden: I've made one request since I've been on Council and it was because we were dealing with a specific issue when we were doing that P-card thing. I'd be hesitant about charging Council for information if they've got to make a decision on something, but if they are just gathering random information then maybe we need to be treated like a citizen.

Council Member Ewing: Can we just say that it's got to be agenda specific?

Mayor Pro Tem Golden: No, I don't want to do that.

Council Member C. Davis: You see I bring my information. I bring my discs. I brought a stack of fifty some and I gave them to Lisa. So the city's not paying for it.

City Attorney Carlyle: That raises another issue. If we allow you to give a pile of discs to the city, we have to allow citizens.

Council Member C. Davis: I've already done it, so it's not a matter of allowing. It has already been done.

Council Member Ewing: Continue to allow?

City Attorney Carlyle: Right.

Mayor Bencini: It's part of a new policy going forward.

City Attorney Carlyle: You can't say I'm charging you \$5 for a DVD or CD, or bring us one. We can't do that. And the problem with that is why we need to stick to the charge because sometimes they're not formatted or whatever where Lisa can use them.

Council Member Wagner: And it could be a disc that's infected too.

City Manager Greg Demko: One thing that we may want to consider that election season is coming up next year and will candidates be charged if council people aren't being charged for having some items? Or how do you want to do that?

Council Member Alexander: We need to treat everybody the same regardless of who they are. If we charge anyone, we should charge everyone because we're not above it.

JoAnne Carlyle: Okay, how about we will leave it at that and if an individual council member makes a request, there will be a charge. If you make the request as a body, there will not be a charge.

Council Member C. Davis: I don't agree with that because I learn differently than this body. I've made it very clear. I still don't get the information in a timeframe that allows me to absorb it. You know, quite frankly, I think you can have a lawsuit on your hands because you're impeding me to do my job as a duly elected official to do my job in a manner that allows me to do so.

Council Member J. Davis: Why don't we just start with the average citizen since we're all elected. We're allowed to have our information and if it comes where we feel like someone is pushing the envelope on that, then we'll revisit it.

Mayor Bencini: I think if the information is gathered as part of us doing our job, it's not a public records request.

Mayor Pro Tem Golden: That's what I was thinking. Let's say we're trying to make a decision on the MRF and we want to know what it costs versus us doing or an outsider. We should be able to request that.

Council Member C. Davis: That's an elected official request.

Council Member J. Davis: But you said earlier that if you requested some information that wasn't agenda specific, then....

Mayor Pro Tem Golden: He used the word agenda specific, but....

Council Member J. Davis: Yeah, but you see I don't think you should be charged for that because you were doing some investigative homework.

City Attorney Carlyle: Well to us what you're doing is you're putting the ball in our court to determine whether or not what you guys are requesting....

Mayor Bencini: But you do that every day.

Mayor Pro Tem Golden: But if that's part of your job. You should say to us that's not part of your job and I'm going to have to charge you for this.

Mayor Bencini: That's part of your job.

Mayor Pro Tem Golden: Yeah, but then I have to make the decision if I still want the information or not. Denied.....or not denied.

City Attorney Carlyle: It could be that anything that any of you request that has anything to do with the city is part of your job.

Council Member Ewing: If I want to know a breakdown of what size of shoe that every fireman wears.....

City Clerk Vierling: We don't have that list. [laughter]

Mayor Pro Tem Golden: You are saying you won't create a list, so if I'm looking for a specific item and I know if I request a list, I'm going to end up getting what I'm looking for. You wouldn't create that list for me, right?

City Attorney Carlyle: Okay, what if Jeff Golden comes in and he wants a list of everyone that attended every committee meeting for the past six months, staff members. We're going to have a list of attendees that's going to be attached to the minutes.

Council Member Ewing: So you would get every set of minutes for every committee meeting for the last six months.

Mayor Pro Tem Golden: I mean I'm perfectly okay with you deciding if it's part of our job or not.

City Attorney Carlyle: Of course you are.

Council Member J. Davis: I don't think we should charge Council. Just with that example there, you've got Cynthia and Latimer working on boards and commissions. If they were to request that, that's part of their job. They were tasked to be on that committee.

Council Member Alexander: But it's supplied electronically. Cynthia and I both have gotten everything we need from our Lisa and Maria superstars. They've given us everything we need in order to be able to do that particular job. It's not a public records request for every document related around a past purchase.

Council Member C. Davis: But what's making it a public records request for me is that I have to go through the city clerk to make my request, which makes it a public records request.

Council Member Alexander: If you ask Council why don't you ask Council if it's an appropriate request and then the body makes the request?

Council Member C. Davis: Really Latimer?

Council Member J. Davis: Well how about since we're having a lot of discussion and the time is getting away from us, do you have a problem sending it to Finance and let us vet it and make a recommendation?

Council Member Alexander: Our attorney said it can't go to Finance.

Council Member J. Davis: She said if we agree to that as a whole.

Council Member Ewing: We'll have to take it over there tonight and send it to Finance.

Mayor Pro Tem Golden: I need to go get my jacket guys if that's alright. We're not going to complete this tonight I don't think.

[end of transcript]

Due to the time restriction and the Regular Meeting starting at 5:30 p.m., the discussion was cut short. The meeting adjourned at 5:28 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
October 3, 2016 – 2:30 P.M.
City Manager's Conference Room**

MINUTES

Present:

William S. Bencini, Jr., Mayor; and Council Members Cynthia Davis (At-Large) [present for the performance evaluations for the city clerk and city manager, but was not present for the city attorney's performance evaluation], Latimer Alexander (At-Large), Jeff Golden (Ward 1), Chris Williams (Ward 2), Alyce Hill (Ward 3), Jay Wagner (Ward 4), Mayor Pro Tem Jim Davis (Ward 5); and Jason Ewing (Ward 6)

Staff Present:

Greg Demko, City Manager; JoAnne Carlyle, City Attorney; and Lisa Vierling, City Clerk

Mayor Bencini announced the purpose of this meeting was to go into Closed Session to discuss the performance evaluations for the city manager, city attorney and city clerk.

He advised that they would conduct the city clerk's performance evaluation first, then the city manager's and the city attorneys.

Council Member Wagner moved to go into closed session pursuant to N.C. General Statute 143-318.11(a)(6) to conduct the performance evaluations for the city clerk, city manager and city attorney. The motion was seconded by Council Member Williams and carried unanimously.

Note: A Manager's Briefing Session was scheduled for 4:00 p.m. after this meeting, then the Regular Meeting at 5:30 p.m.

Council had time to only conduct the performance evaluations for the city clerk and the city manager, and due to the time restrictions, had to recess the Special Meeting until the conclusion of the Regular Meeting that was scheduled for 5:30 p.m. The city attorney's performance evaluation was conducted after the adjournment of the High Point City Council Regular Meeting.

Upon reconvening into open session at 3:50 p.m., motion was duly made and seconded to recess the Special Meeting until the adjournment of the Regular Meeting that was scheduled for 5:30 p.m.

Council Member C. Davis asked to be excused from the remainder of the Special Meeting prior to Council conducting the annual performance evaluation for the city attorney; Council concurred.

Following the adjournment of the Regular Meeting at 6:20 p.m., Council reconvened into Open Session to continue the recessed Special Meeting in order to conduct the annual performance evaluation for the city attorney.

Council Member Alexander then moved to go back into closed session pursuant to N.C. General Statute 143-318.11(a)(6) to conduct the performance evaluation for the city attorney. The motion was seconded by Council Member Wagner and carried unanimously. [8-0 vote] [Council Member C. Davis was excused]

Upon reconvening into open session at 7:10 p.m., Mayor Bencini announced the following action was taken as a result of the closed session:

- *Approved an increase to the city clerk's and city attorney's salary by 5%*
- *Approved an increase in the city manager's salary to \$190,000*

These increases are effective October 3, 2016 and retro to anniversary dates.

There being nothing further to come before Council, the meeting adjourned at 7:11 p.m. upon motion duly made by Council Member Alexander and second by Council Member J. Davis. The motion carried by an 8-0 unanimous vote. [Council Member C. Davis was absent]

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 16-06
(City of High Point)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 7, 2016

Public Hearing: Yes

Advertising Date: October 14, 2016

Advertised By: Planning & Development
Department

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance of Adoption

PURPOSE:

A request by the City of High Point to consider a voluntary contiguous annexation of approximately 1.4 acres lying along the south side of E. Martin Luther King Jr. Drive, approximately 400 feet east of Triangle Lake Road. The property is also known as Guilford County Tax Parcel 0161160 & 161157.

BACKGROUND:

Staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of Annexation Case 16-06.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ANNEXATION CASE 16-06
November 7, 2016**

Request	
Applicant: City of High Point	Owner: City of High Point
Proposal: Voluntary contiguous annexation of City owned property.	Effective Date: Upon adoption.
	Associated Zoning Case: None

Site Information	
Location:	The site is lying along the south side of E. Martin Luther King Jr. Drive, approximately 400 feet east of Triangle Lake Road
Tax Parcel Numbers:	Guilford County Tax Parcels 0161160 & 0161157
Site Acreage:	Approximately 1.4 acres,
Current Zoning:	Heavy Industrial (HI) District <i>(City of High Point Extraterritorial Jurisdiction [ETJ] Area)</i>
Current Land Use:	Undeveloped
Current Fire District:	Pinecroft-Sedgefield District
Proposed Development:	Proposed expansion of City of High Point's sign shop and vehicular maintenance facility.
Proposed Unit Type, Number and Average Value:	Not Applicable
Proposed Build-out Schedule:	Not Applicable
Proposed City of High Point Council Ward:	The proposed annexation site is currently surrounding by Ward 2. If approved, the annexation area will be part of Ward 2.
Physical Characteristics:	The site is relatively flat and has been graded for future development.
Water and Sewer Proximity:	A 16-inch City water line and 8-inch City sanitary sewer line lies adjacent to the site along of E. Martin Luther King Jr. Drive.
General Drainage and Watershed:	The site drains in a southerly direction and development is subject to the Randleman Lake General Watershed Area requirements. Engineered stormwater measures are required for multifamily and non-residential development with an impervious surface area that exceeds 50% or more of the site and for single family developments with a gross density of one-dwelling unit per acre or more.
Overlay District:	Randleman Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	CU-GB	Conditional Use General Business District	Undeveloped
South:	HI	Heavy Industrial (HI) District	City of High Point maintenance facility
East:	HI	Heavy Industrial (HI) District <i>City of High Point ETJ Area</i>	Single family dwelling
West:	HI	Heavy Industrial (HI) District	City of High Point sign shop

Transportation Information			
Adjacent Streets:	Name		Classification
	E. Martin Luther King Jr Drive		Major Thoroughfare
			Approx. Frontage
			205 ft.
Vehicular Access:	The annexation site is proposed to be combined with abutting City owned property to the west and south. Access will be from existing driveways from Triangle Lake Avenue		

City Department Comment Summary

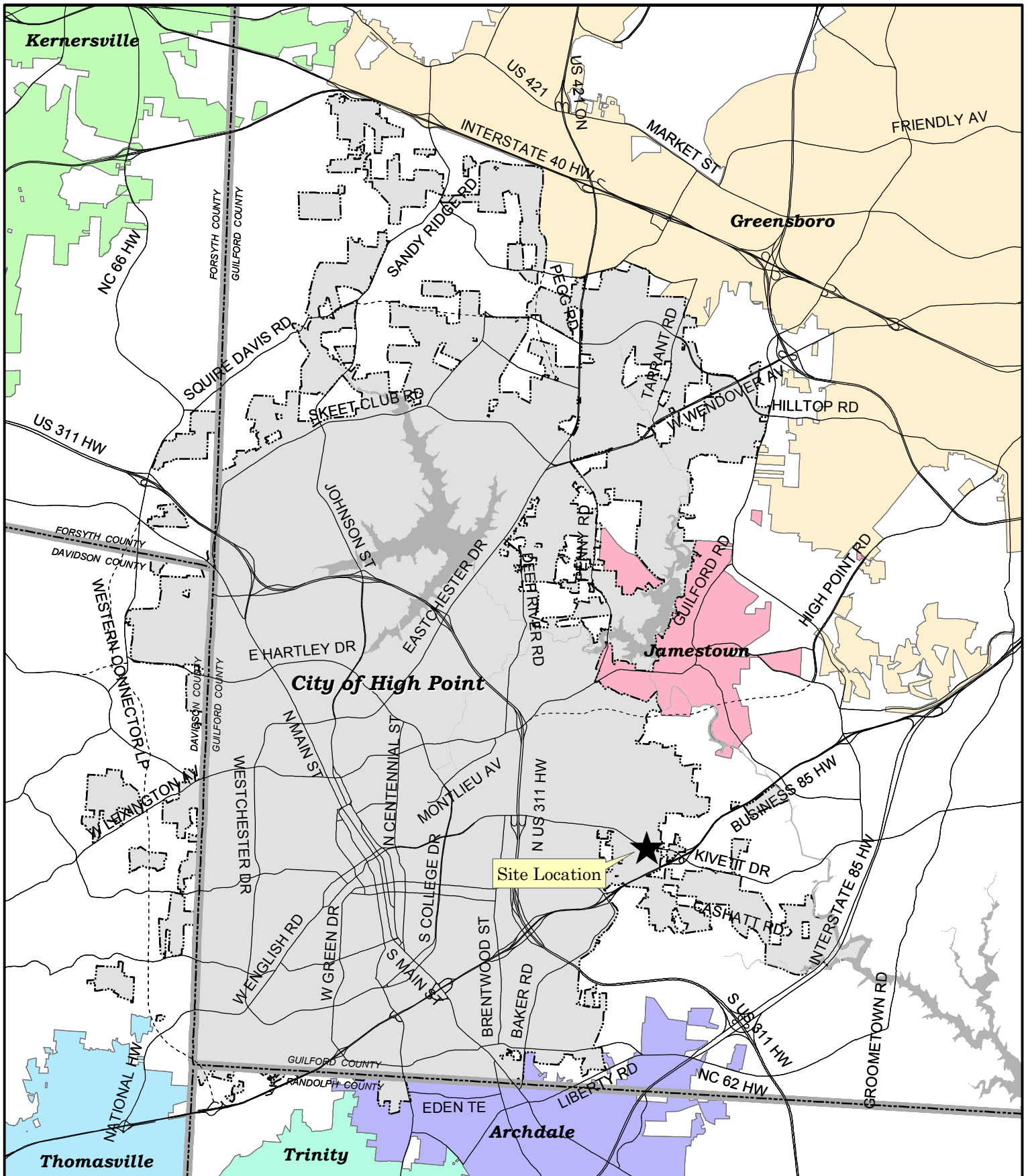
Comments were not requested for this proposed annexation due to the fact the site is surrounded by the City's corporate limits. Annexation petitions for uses within close proximity to existing service areas do not cause the need for individual department comment.

Details of Proposal

The City of High Point is pursuing annexation of this 0.41-acres, consisting of two parcels, in order for these parcels to be added to the abutting City maintenance facility. The City's corporate limits are lying along the north side of E. Martin Luther King Drive and abuts the site to the west and south. This annexation represents a logical progression of the City's annexation policy for this area as the property is within the City's ETJ and it is surrounded by the City limits on three sides. Finally, City services and service vehicles are already present in this area; therefore, the annexation of this parcel will not negatively impact the City's ability to provide services in this area.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.



ANNEXATION REQUEST AN-16-06

Applicant: City of High Point
Area: 1.29 acres (approximate)

**Planning & Development
 Department**

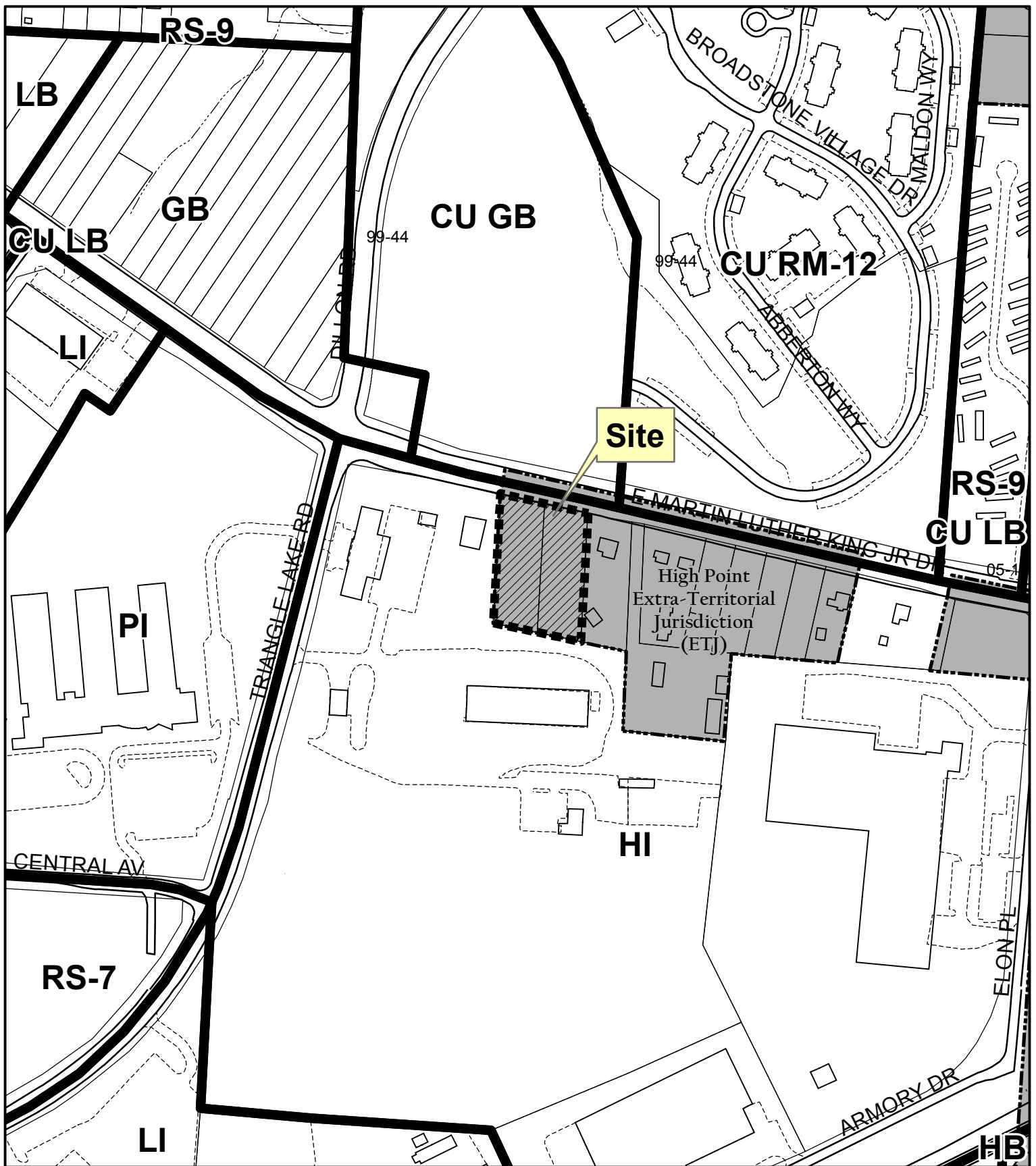
City of High Point

Date: September 12, 2016



Scale: 1"=8,500'

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ANNEXATION REQUEST AN-16-06

Applicant: City of High Point
Area: 1.29 acres (approximate)

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: September 12, 2016



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 2016/pz/an-16-06.mxd

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / xx-xx

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF HIGH POINT, NC

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, The City of High Point has adopted a resolution under G.S. 160A-31, stating its intent to annex the area described herein; and,

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 211 S. Hamilton Street, High Point North Carolina at 5:30p.m. on the 7th day of November, 2016, after due notice; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. That by virtue of the authority granted by G.S. 160A-31 as amended, the following described contiguous property owned by the City of High Point is hereby annexed, and made a part of the City of High Point as of November 7, 2016.

ANNEXATION DESCRIPTION

Annexation Case 16-06 – City of High Point

All of Guilford County Tax Parcels 0161160 & 0161157, two parcels of land being in the High Point Township, Guilford, North Carolina, lying along the

south side of E. Martin Luther King Jr Drive (formerly known as E. Kivett Drive), approximately 400 feet east of Triangle Lake Road, and being more particularly described as follows:

BEGINNING at northwest corner of Guilford County Tax Parcel 0161160, at the southern margin of the right of way for E. Martin Luther King Jr Drive (formerly known as E. Kivett Drive)); thence along and with the southern margin of the right of way for E. Martin Luther King Jr Drive; South 77° 06' 08" East 199.14 feet to a point; thence South 03° 31' 54" West 296.65 feet to a point; thence North 77° 28' 25" West 201.02 feet to a point; thence North 04° 06' 22" East 100 feet; thence North 03° 50' 51" East 198.18 feet to the southern margin of the right of way for E. Martin Luther King Jr Drive, said point being the point and place of BEGINNING, Containing approximately 1.29 acres

Deed Reference: DB 7368, PG 2883 (Tract I) and DB 7368, PG810 (Tract II)

SECTION 2. That upon and after the effective date of the annexation the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

SECTION 3. That the Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the 7th day of November, 2016
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 16-04
(Gallimore Partners, LLC)

From: Lee Burnette, Planning & Development
Director

Public Hearing: Yes

Meeting Date: November 7, 2016

Advertising Date: October 14, 2016

Advertised By: Planning & Development
Department

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance of Adoption

PURPOSE:

A request by Gallimore Partners, LLC to consider a voluntary non-contiguous annexation of approximately 30 acres, lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road. The property is also known as Guilford County Tax Parcel 0169750.

BACKGROUND:

Staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of Annexation Case 16-04.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ANNEXATION 16-04
November 7, 2016**

Request	
Applicant: Gallimore Partners, LLC	Owner: Gallimore Partners, LLC
Proposal: Voluntary (non-contiguous) annexation of approximately 30 acres.	Effective Date: Upon adoption.
	Associated Zoning Case: Zoning Map Amendment 16-18 (ZA-16-18)

Site Information	
Location:	The site is lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road.
Tax Parcel Numbers:	Guilford County Tax Parcel 0169750
Site Acreage:	Approximately 30 acres
Current Land Use:	Undeveloped
Current Fire District:	The property is within the Deep River Fire District. Per contract with Guilford County, the property is currently served by the City of High Point Fire Department.
Proposed Development:	The applicant is proposing to develop an approximately 425,000-square-foot distribution/warehouse facility on this property
Proposed Unit Type, Number and Average Value:	The applicant estimates an approximate \$12,000,000 value for the property once development is completed.
Proposed Build-out Schedule:	The applicant estimates an approximate one-year build-out schedule.
Proposed City of High Point Council Ward:	The proposed annexation site is currently surrounded by Ward 6. If approved, the annexation area will be part of Ward 6.
Physical Characteristics:	The property has a moderately sloping terrain and an intermittent stream bisects the southeastern portion of the property. In addition, a perennial stream, with associated 100-year floodplain, runs along the western boundary of the property.
Water and Sewer Proximity:	A 12-inch City water line and an 8-inch City sewer line lies adjacent to the site along Gallimore Dairy Road. Also, a 12-inch City sewer line runs adjacent to the western boundary of the property along the stream corridor.
General Drainage and Watershed:	The site drains in a southwesterly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area

	greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay District(s):	City Lake General Watershed Area Airport Overlay (Zone 1)

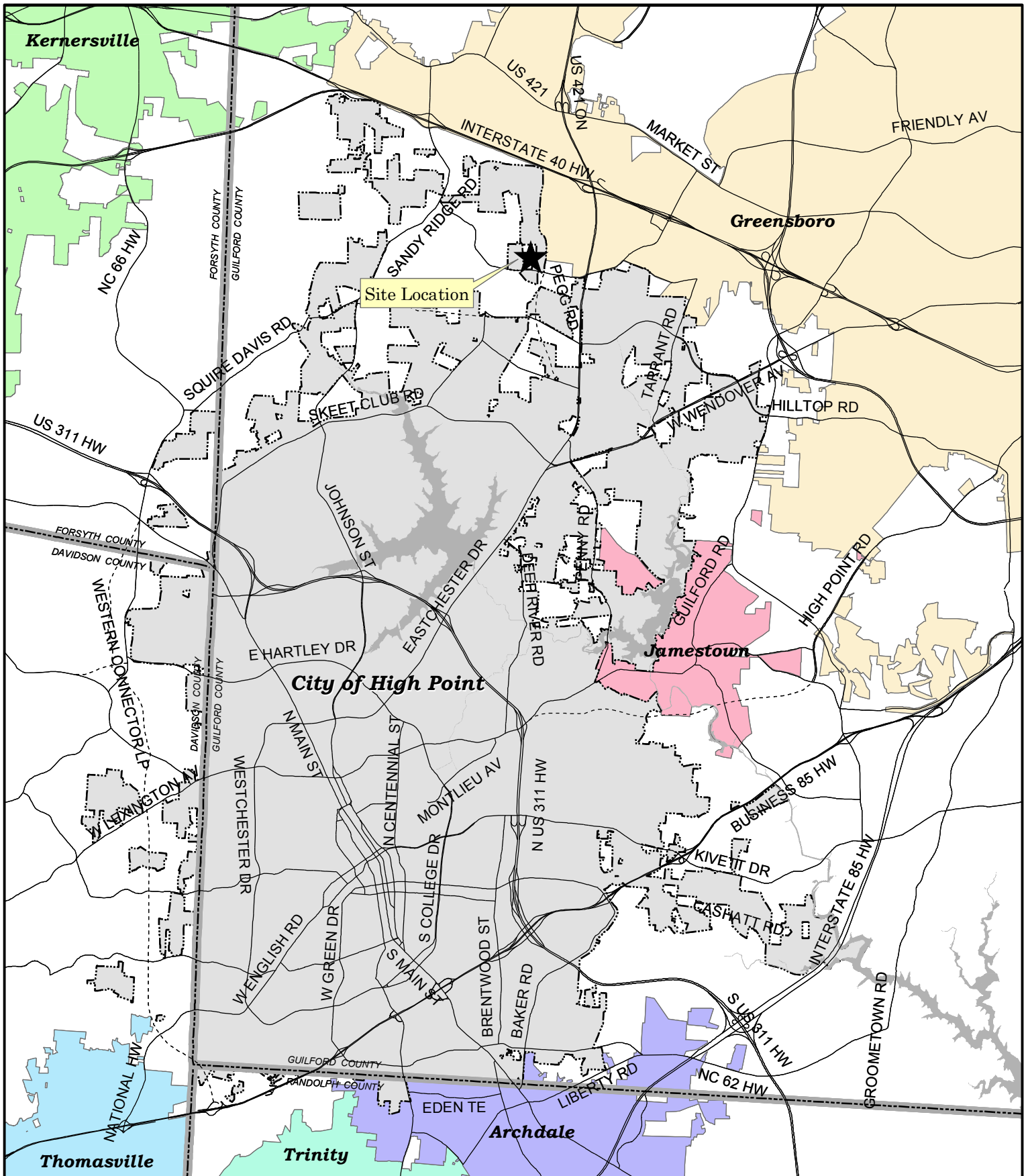
Adjacent Property Zoning and Current Land Use			
North	CU-LI	Conditional Use Light Industrial District	Industrial/warehouse use and undeveloped parcel
South:	CU-LI CU-CP	Conditional Use Light Industrial District Conditional Use Corporate Park District	Office and industrial/ warehouse use
East:	AG	Agricultural	Undeveloped parcel
West:	CU-LI	Conditional Use Light Industrial District	Undeveloped parcel

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Gallimore Dairy Road	Minor Thoroughfare	378 ft.
Vehicular Access:	Driveway access from Gallimore Dairy Road.		

City Department Comment Summary
Comments were not requested for this proposed annexation due to the fact the site is surrounded by the City's corporate limits. Annexation petitions for uses within close proximity to existing service areas do not cause the need for individual department comment.

Details of Proposal
The applicant is requesting to annex an approximate 30-acre parcel in order to have access to city utilities to facilitate the development of 425,000-square-foot distribution/warehouse facility. This annexation petition represents a logical progression of the City's annexation policy for this area as the proposed annexation site is surrounded by the City's corporate limits and there have been numerous annexation requests approved in this portion of the City's Planning area since the 1990s. Finally, City services and service vehicles are already present in this area, thus the annexation of this parcel will not negatively impact the City's ability to provide services in this area

Report Preparation
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.



ANNEXATION REQUEST AN-16-04

Applicant: Gallimore Partners LLC

Area: 30.14 acres (approximate)

**Planning & Development
Department**

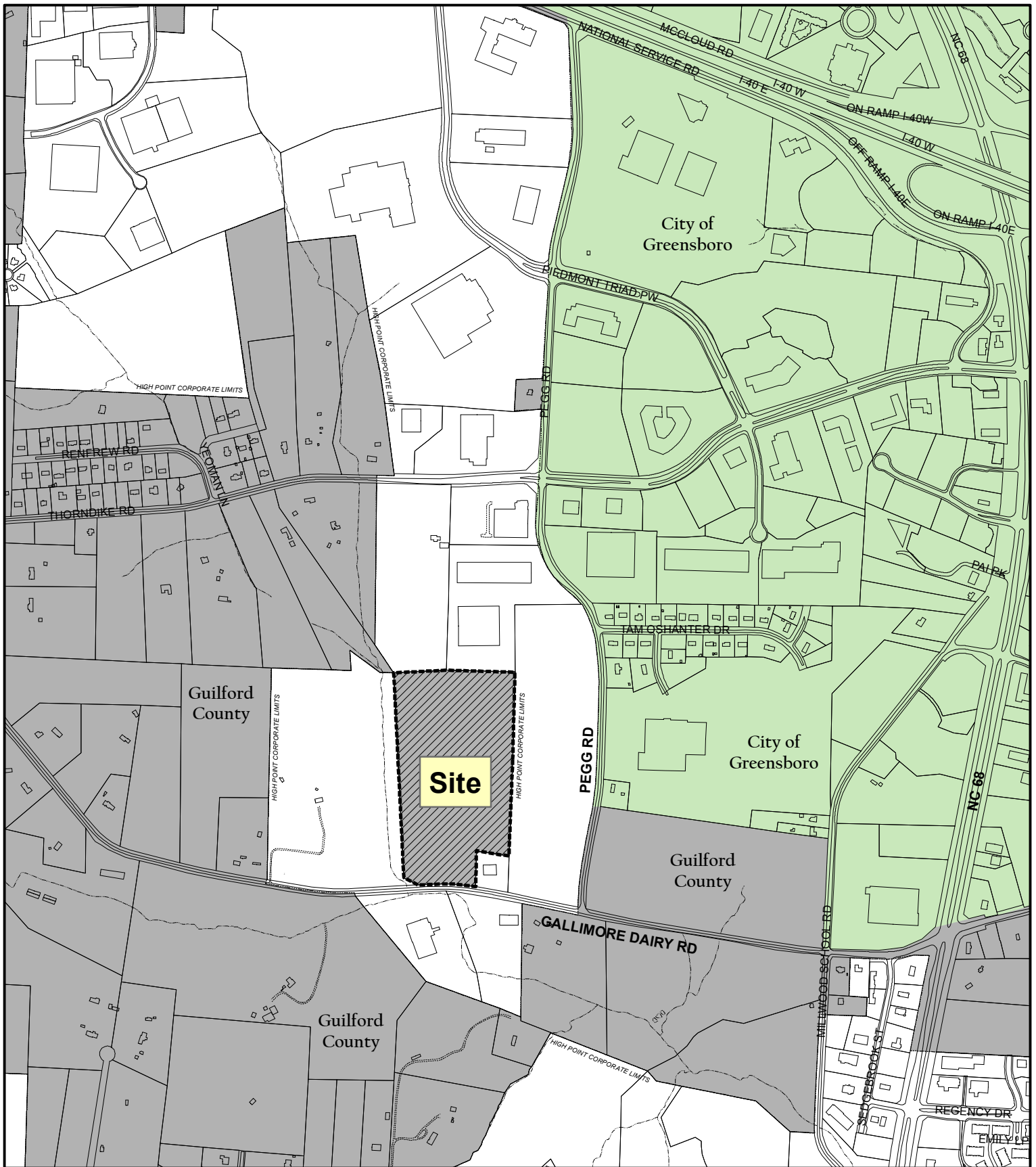
City of High Point

Date: August 29, 2016



Scale: 1"=8,500'

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2016\pz\AnnexVicMap.mxd



ANNEXATION REQUEST AN-16-04

Applicant: Gallimore Partners LLC
Area: 30.14 acres (approximate)

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: September 19, 2016



Scale: 1"=1,000'

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 2016\pz\an-16-04.mxd

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / xx-xx

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30p.m. on the 7th day of November, 2016; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1 as amended;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of November 7, 2016.

Annexation Case 16-05 (AN-16-05)

Gallimore Partners, LLC - Guilford County Tax Parcel 0169750

LEGAL DESCRIPTION OF SURVEY 720 GALLIMORE DAIRY ROAD

Being all of Parcel identification Number 7814242998, recorded in Deed Book (D.B.) 7664 Page (Pg.) 302 in Guilford County Registry and being more particularly described as follows: Beginning at a new iron pipe set on the Northern right-of-way line of Gallimore Road, said new

iron pipe being situated N 79°33 '30" W a distance of 251.85' from a existing iron stake on the Northern right-of-way of Gallimore Road; said new iron pipe being located 840.20' measured westwardly along the Northern right-of-way line of Gallimore Dairy Road from its intersection with the centerline of Pegg Road and also being the Southwest corner of the property of Arbutina Investments Greensboro, LLC, as described in D.B. 7803, Pg. 130; Thence with the Northern right-of-way of Gallimore Road with a curve to the left, having a Chord Bearing of N 86°46 '11" W a chord distance of 375.30' and a radius of 1,621.29' to a right-of-way concrete monument on the Northern right-of-way of Gallimore Road, said right-of-way concrete monument being the Southeast corner of NSPC-Gall1more Dairy, LLC, as described in D.B. 7012, Pg. 2694; Thence with NSPC-Gallimore Dairy, LLC line N 64° 10' 23" W a distance of 182.13' to a concrete monument; Thence with the Eastern line of NSPC-Gallimore Dairy, LLC N 03°03 '36" W a distance of 1,581.74' to a existing iron pipe, said iron pipe being in the Southern property line of Michael J & Susan M. Lamore, as described in D.B. 6446, Pg. 162 and P.B. 1202, Pg. 16 and being Northeast corner of NSPC-Gallimore Dairy, LLC; Thence with the Southern line of Lamore S 88°34'09" E a distance of 86.67' to a existing iron pipe; Thence with the Southern line of Lamore S 88°34' 19" E a distance of 298.62' to a existing stone, said stone being the Southeast corner of Lamore and being the Southwest corner of Security Housing, INC., as described in D.B. 5102, Pg. 1272 and P.B. 138, Pg. 48; Thence with the Southern line of Security Housing, INC. S 88°41' 16" E a distance of 517.57' to a existing stone, said stone being in the Eastern line of R&J Hudson Family Limited Partnership, as described in D.B. 4718, Pg. 1150 and being the Southeast corner of Security Housing, INC.; Thence with the Eastern line of R&J Hudson Family Limited Partnership S 01° 33' 41" W a distance of 1,365.22' to a existing iron pipe, said iron pipe being in the Eastern line of R&J Hudson Family Limited Partnership and being the Northeast corner of Arbutina Investments Greensboro, LLC; Thence with the Northern line of Arbutina Investments Greensboro, LLC N 84° 13' 15" W a distance of 250.14' to a existing iron pin, said iron pipe being the Northwest corner of Arbutina Investments Greensboro, LLC; Thence with Western line of Arbutina Investments Greensboro, LLC S 01°10' 15" E a distance of 319.24' the Point and Place of Beginning, containing 29. 97 Acres, more or less.

SECTION 2. Upon and after **November 7, 2016** the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the **7th** day of **November, 2016**.
Lisa B. Vierling, City Clerk

HEN

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BY: ELIZABETH L NICHOLLS
DEPUTY-HP


2016063027
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 7243/16-63

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30p.m. on the 7th day of November, 2016; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1 as amended;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of November 7, 2016.

Annexation Case 16-04 (AN-16-04)
Gallimore Partners, LLC - Guilford County Tax Parcel 0169750

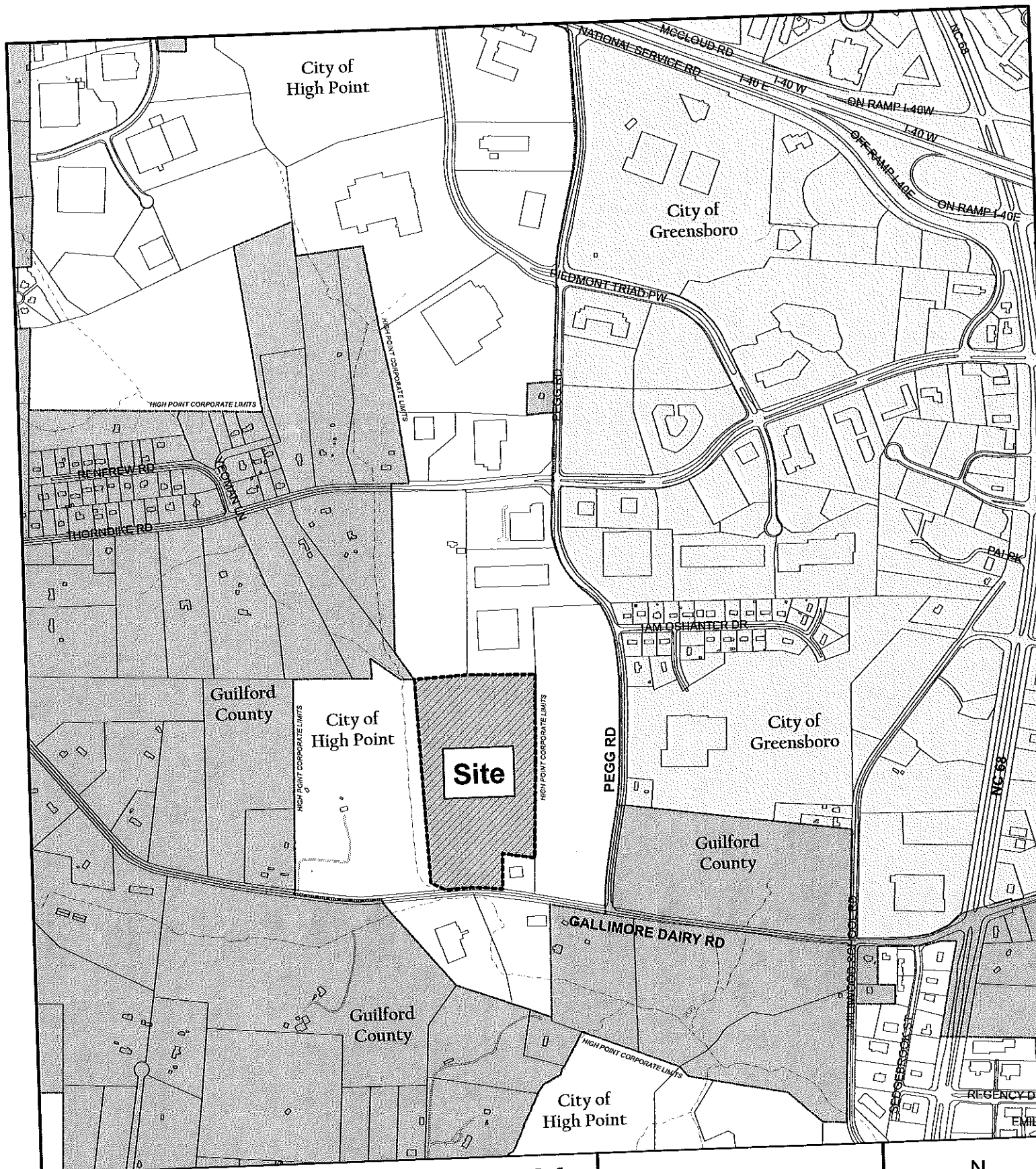
LEGAL DESCRIPTION OF SURVEY 720 GALLIMORE DAIRY ROAD
Being all of Parcel identification Number 7814242998, recorded in Deed Book (D.B.) 7664 Page (Pg.) 302 in Guilford County Registry and being more particularly described as follows:
Beginning at a new iron pipe set on the Northern right-of-way line of Gallimore Road, said new iron pipe being situated N 79°33 '30" W a distance of 251.85' from a existing iron stake on the Northern right-of-way of Gallimore Road; said new iron pipe being located 840.20' measured

westwardly along the Northern right-of-way line of Gallimore Dairy Road from its intersection with the centerline of Pegg Road and also being the Southwest corner of the property of Arbutina Investments Greensboro, LLC, as described in D.B. 7803, Pg. 130; Thence with the Northern right-of-way of Gallimore Road with a curve to the left, having a Chord Bearing of N 86°46'11" W a chord distance of 375.30' and a radius of 1,621.29' to a right-of-way concrete monument on the Northern right-of-way of Gallimore Road, said right-of-way concrete monument being the Southeast corner of NSPC-Gallimore Dairy, LLC, as described in D.B. 7012, Pg. 2694; Thence with NSPC-Gallimore Dairy, LLC line N 64° 10' 23" W a distance of 182.13' to a concrete monument; Thence with the Eastern line of NSPC-Gallimore Dairy, LLC N 03°03'36" W a distance of 1,581.74' to a existing iron pipe, said iron pipe being in the Southern property line of Michael J & Susan M. Lamore, as described in D.B. 6446, Pg. 162 and P.B. 1202, Pg. 16 and being Northeast corner of NSPC-Gallimore Dairy, LLC; Thence with the Southern line of Lamore S 88°34'09" E a distance of 86.67' to a existing iron pipe; Thence with the Southern line of Lamore S 88°34'19" E a distance of 298.62' to a existing stone, said stone being the Southeast corner of Lamore and being the Southwest corner of Security Housing, INC., as described in D.B. 5102, Pg. 1272 and P.B. 138, Pg. 48; Thence with the Southern line of Security Housing, INC. S 88°41'16" E a distance of 517.57' to a existing stone, said stone being in the Eastern line of R&J Hudson Family Limited Partnership, as described in D.B. 4718, Pg. 1150 and being the Southeast corner of Security Housing, INC.; Thence with the Eastern line of R&J Hudson Family Limited Partnership S 02° 24' 26" W a distance of 1,038.17' to a existing iron pipe; Thence S 01° 07' 14" E a distance of 327.53' to a existing iron pipe, said iron pipe being in the Eastern line of R&J Hudson Family Limited Partnership and being the Northeast corner of Arbutina Investments Greensboro, LLC; Thence with the Northern line of Arbutina Investments Greensboro, LLC N 84° 13' 15" W a distance of 250.14' to a existing iron pin, said iron pipe being the Northwest corner of Arbutina Investments Greensboro, LLC; Thence with Western line of Arbutina Investments Greensboro, LLC S 01°10'15" E a distance of 319.24' the Point and Place of Beginning, containing 29.68 Acres, more or less.

SECTION 2. Upon and after **November 7, 2016** the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the **7th** day of **November, 2016**.
Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-16-04

Applicant: Gallimore Partners LLC
Area: 30.14 acres (approximate)

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: September 19, 2016



Scale: 1"=1,000'

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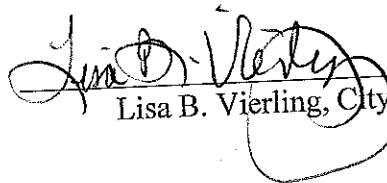


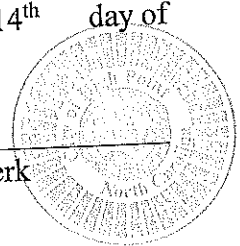
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 7, 2016 and upon approval by City Council will be recorded in Book 91 of the Official Minute Books and Ordinance Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 14th day of November, 2016.


Lisa B. Vierling, City Clerk

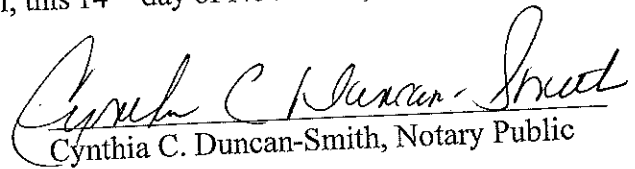


ACKNOWLEDGEMENT

I, Cynthia C. Duncan-Smith, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 14th day of November, 2016.

CYNTHIA C. DUNCAN-SMITH
NOTARY PUBLIC
GUILFORD COUNTY, NC


Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

BK: R 7876

PG: 1508-1511

RECORDED:

11-16-2016

02:12:46 PM

BY: MARY MORGAN
DEPUTY-HP



2016063024

GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

plu

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1653/16-53

RESOLUTION

4th
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 19th DAY OF SEPTEMBER, 2016, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 16-02

(portion of the North Avenue right-of-way)

A request by High Point University to abandon a portion (approximately 72± feet) of the improved North Avenue right-of-way.

WHEREAS, High Point University has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the North Avenue right-of-way that is lying west of North Avenue, which is more specifically described as follows:

That portion of the North Avenue right-of way, lying 72 feet west of N. Centennial Street, lying between Lot 15 of Block "M" of the Willoubar Terrance Subdivision PB. 4 – PG. 212 (D.B. 7341 PG. 63) and Lot 11 of Block "F" of the Willoubar Terrance Subdivision PB. 4 – PG. 212 (D.B. 7261 PG. 2067) containing 3,600 Sq. Ft. more or less.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 21th day of March, 2016, at 5:30 p.m. setting the 2nd day of May, 2016 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning March 25, 2016 and April 1, 8 & 16, 2016; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) a 72 foot long portion of the North Avenue right-of-way, lying west of N. Centennial Street; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That a portion of the North Avenue right-of-way, lying directly west of N. Centennial Street (an approximate 72 foot long by 50 foot wide area), as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain a 20-foot wide sanitary sewer line easement centered over existing sewer lines within and crossing the right-of-way; and
3. That the City of High Point shall retain a 15-foot wide potable water line easement centered over existing water line lines within and crossing the right-of-way; and
4. That the City of High Point shall retain a 30-foot wide Piedmont Natural Gas easement, centered over all existing gas lines within and crossing the right-of-way; and
5. That the City of High Point shall retain a 20-foot wide NorthState Communication easement, centered over all of their existing lines & underground facilities within and crossing the right-of-way; and
6. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 7th day of November, 2016
Lisa B. Vierling, City Clerk



STREET ABANDONMENT SA16-02

Applicant: High Point University

Area: 0.10 acres



Location of requested street abandonment

**Planning & Development
Department**

City of High Point

Date: November 15, 2016



Scale: 1"=200'

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2016/pz/sa16-02.mxd

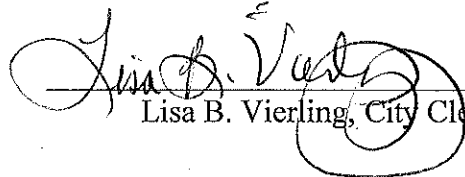


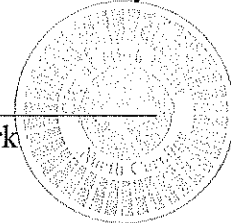
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on November 7, 2016 and upon approval by City Council will be recorded in Book 91 of the Official Minute Books and Resolution Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, this 14th day of November, 2016.

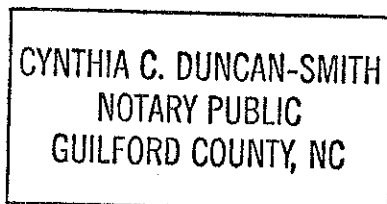

Lisa B. Vierling, City Clerk

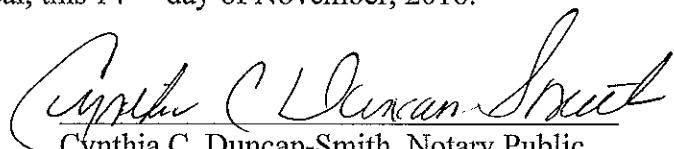


ACKNOWLEDGEMENT

I, Cynthia C. Duncan-Smith, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 14th day of November, 2016.




Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

BK: R 7884
PG: 857-860
RECORDED:
12-09-2016
02:22:20 PM
BY: MARY MORGAN
DEPUTY-HP



2016067767
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 7247 / 16-67

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF HIGH POINT, NC

4 *en*
WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, The City of High Point has adopted a resolution under G.S. 160A-31, stating its intent to annex the area described herein; and,

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 211 S. Hamilton Street, High Point North Carolina at 5:30p.m. on the 7th day of November, 2016, after due notice; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. That by virtue of the authority granted by G.S. 160A-31 as amended, the following described contiguous property owned by the City of High Point is hereby annexed, and made a part of the City of High Point as of November 7, 2016.

ANNEXATION DESCRIPTION

Annexation Case 16-06 – City of High Point

All of Guilford County Tax Parcels 0161160 & 0161157 which are addressed as 3308 & 3310 East Martin Luther King Jr. Drive. These two parcels of land

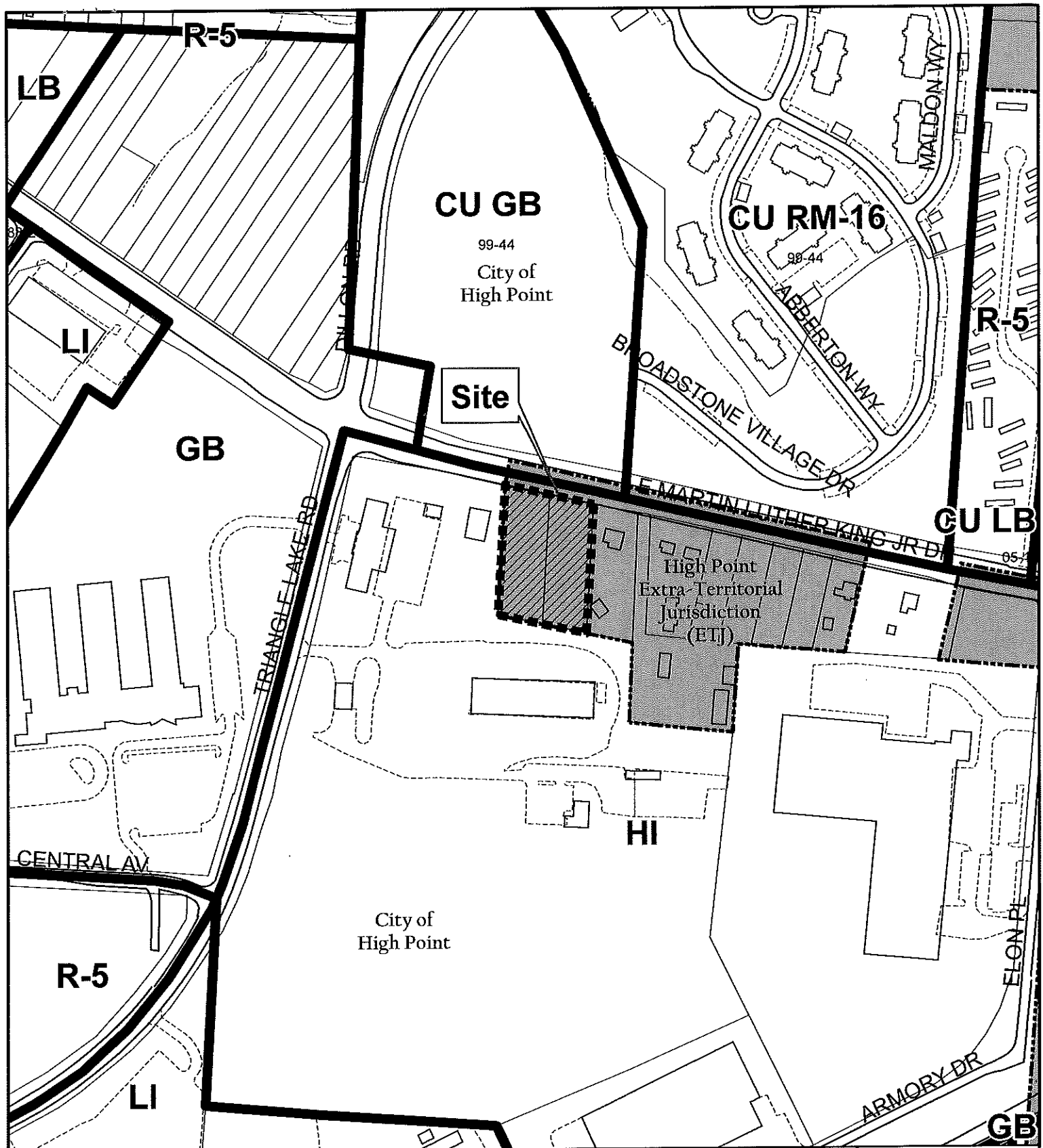
being in the High Point Township, Guilford, North Carolina, lying along the south side of E. Martin Luther King Jr Drive (formerly known as E. Kivett Drive), approximately 400 feet east of Triangle Lake Road, and being more particularly described as follows:

BEGINNING at an existing point on the southern right-of-way line of East Martin Luther King Jr. Drive, said point also being the existing northwestern property corner of Guilford County Parcel No. 0161160 as recorded in (**DB 7368 Pg 2883**) in the Office of the Register of Deeds of Guilford County, North Carolina; thence along the following course of bearings and distances as surveyed by the City of High Point Engineering Services Department; S 77°06'08" E (199.14'); S 03°31'54" W (296.65'); N 77°28'25" W (100.28'); N 77°28'25" W (100.74'); N 04°06'22" E (100.00'); thence N 03°50'51" E (198.18') to the point and place of beginning. The above described annexed area encompasses +/- 1.29 Acres.

SECTION 2. That upon and after the effective date of the annexation the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

SECTION 3. That the Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the 7th day of November, 2016
Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-16-06

Applicant: City of High Point
Area: 1.29 acres (approximate)

Existing Zoning Boundary
Subject Property Boundary

Planning & Development
Department

City of High Point

Date: November 7, 2016



Scale: 1"=300'
G:\Planning\Secure\ba-pz/
2016\pz\an-16-06.mxd

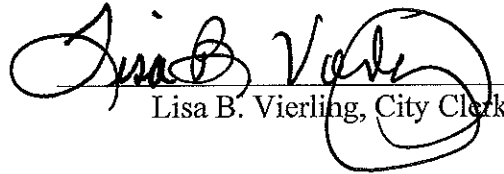


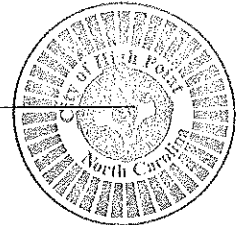
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 7, 2016 and upon approval by City Council will be recorded in Book 91 of the Official Minute Books and Ordinance Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 7th day of December, 2016.

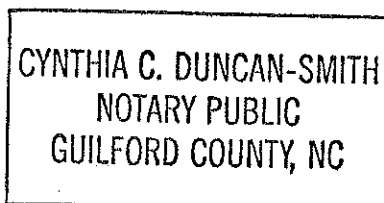

Lisa B. Vierling, City Clerk

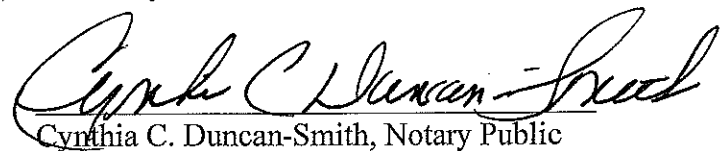


ACKNOWLEDGEMENT

I, Cynthia C. Duncan-Smith, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 7th day of December, 2016.




Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020